

Disposition of Embryos Agreement and Declaration of Intent

This “Disposition of Embryos, Agreement and Declaration of Intent,” (“Agreement”) is an agreement entered into between _____ - ____ (“Patient”) and _____ (“Partner/Spouse”) (collectively “I/we” or “you”) and **BROWN FERTILITY**, to document decisions and agreements about what will be done with any cryopreserved (frozen) pre-implantation IVF embryos (“embryos”) that remain after Patient and any Partner/Spouse’s current treatment cycle (“embryo disposition”).

The embryos covered by this document were the result of:

- an insemination of eggs performed on: _____ (date of insemination) with
- resulting embryos frozen on: _____ (dates(s) of cryopreservation).

Your currently available choices for disposition are listed below. Please understand that **BROWN FERTILITY** 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 **BROWN FERTILITY** to thaw and discard (“discard”) any currently cryopreserved embryos under this Agreement. The currently available disposition choices are:

1. Discarding the embryo(s)
2. Donating the embryo(s) for approved research studies
3. Donating the embryos for clinical quality control and training
4. Donating the embryos to another individual or couple to achieve a pregnancy (“recipient(s)”). (This choice may mean your having repeat infectious disease testing and screening due to federal and/or state requirements.)
5. Use by one of you following your divorce or separation or the death of one of you.

This Agreement gives several options for embryo disposition in the future including, death of Patient or Patient’s Spouse/Partner, separation or divorce of Patient and Spouse/Partner, successful pregnancy after IVF treatment, decision to stop IVF treatment, and failure to pay fees for frozen embryo storage.

I/We agree that unless we have provided **BROWN FERTILITY** with a more recent Agreement regarding these embryos, that has been properly and jointly signed by each of us and properly notarized, **BROWN FERTILITY** is authorized to act on the choice(s) we select below.

I/We also agree that if our selected disposition choice is not available or, in the **BROWN FERTILITY’s sole discretion, is not practical to implement, or if I/we do not uphold our obligation to pay all storage and storage related fees as and when due, or in any other way fail to preserve any choice we have made here as required by this Agreement or **BROWN FERTILITY**, I/we authorize **BROWN FERTILITY** to discard our embryos.**

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/_____
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Note:

- Selecting any choice that needs ongoing cryopreservation (freezing) for possible future use means that all cryopreservation, storage fees or related fees must be paid on time and in full or the choice will no longer be available.
- Disposing of embryos that were created using donated sperm or eggs may be subject to any written agreements that you entered into directly with a sperm, egg or embryo donor, or with a coordinating program, bank, or other entity. These direct agreements may impact and limit your available choices in this Agreement, and your ability to direct how you may want to dispose of your embryos in the future. **BROWN FERTILITY** is not responsible if there are any limitations on your choices for disposing of embryos. For example, in the case of embryos created using donated sperm and/or eggs, you may not be able to donate them to achieve a pregnancy or for research or, you may need to obtain new written consent from any sperm, egg or embryo donor.
- Embryo donation for research purposes may also be restricted by applicable state or federal laws that govern your jurisdiction (where you live) or govern where the embryos are located.
- Embryo donation to achieve a pregnancy is regulated by the FDA (U.S. Food and Drug Administration), as well as certain states' laws, as donated tissue, and may require certain screening and testing of the persons providing the sperm and eggs before donation can occur.
- Subject to any agreement with any donor, coordinating program, bank or entity, you are free to jointly revise the choices you indicate here at any time by each of you completing and signing another Agreement, having it notarized, and delivering it to **BROWN FERTILITY**.
- Your wills and any estate planning documents should also include your wishes on disposing of any embryos and be consistent with this Agreement. If there are any inconsistencies, they may need to be resolved by a court of competent jurisdiction.
- If there is any future question about disposing of the embryos in the case of a divorce or dissolution of relationship, **BROWN FERTILITY** may require a valid, final, non-appealable court decree by a court of competent jurisdiction and/or settlement agreement (as determined in **BROWN FERTILITY**'s sole discretion), which specifically tells **BROWN FERTILITY** how to make a final disposition of the embryos.

For each section below, you must: 1) check the appropriate box in each section to select your choice, and 2) each initial the bottom of each page.

Death of Patient

In the event Patient dies before using all of the embryos, I/we agree that the embryos should be disposed of as checked below (**check only one box**):

1. Give to Patient's Spouse or Partner, which gives complete control over the embryos for any purpose, including implantation to achieve a pregnancy, donation to achieve pregnancy by someone else, donation for research or clinical training, or destruction and discard. This may mean continuing to keep the embryos in storage, and will require paying all continuing storage fees and other payments due to **BROWN FERTILITY** for these cryopreservation services.

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2. Donate to achieve a pregnancy, either to one or more recipients located and selected by **BROWN FERTILITY** or to a specific recipient(s) we identify here (choose option A or B):

A. Donate through **BROWN FERTILITY**, who will try to locate and select an embryo bank or one or more recipient(s) to receive our embryos to attempt a pregnancy if this is practical (as determined by **BROWN FERTILITY** at its sole discretion), and, if it is not, to discard the embryos.

B. Donate to the specific couple or individual to achieve a pregnancy that we have named below (the "recipient(s)). This may mean keeping the embryos in storage, and depends upon both 1) payment by us or the named recipient(s) of all storage fees and other payments due to **BROWN FERTILITY** for these cryopreservation services, and 2) **BROWN FERTILITY**'s ability to carry out this choice. We also understand that any recipient may in the future make any disposition of any unused embryos that he, she or they wish.

Please donate to:	Name(s)	_____
	Address	_____
	Telephone	_____
	Email	_____

Because it is possible your named recipient(s) may be unable or unwilling to accept the embryos, or the Patient's estate representative (Executor) does not carry out this choice, **you must check one of the boxes below** to indicate whether you **DO OR DO NOT** want **BROWN FERTILITY** to try to locate another recipient(s) for donation to attempt a pregnancy and parent any resulting child or if you want your embryos to be discarded.

If the named individual or couple is unable or unwilling to accept the embryos, I/we direct **BROWN FERTILITY** as checked below (choose either option 1 or 2):

1. Do not donate to another recipient(s), or entity, but discard our embryos.
2. Try to locate and donate to an embryo bank or one or more recipient(s) to attempt a pregnancy if practical (as determined by **BROWN FERTILITY** in its sole discretion), and if this is not possible, discard our embryos.

Special note for embryos created with donated gametes: If your embryos were created with gametes (eggs and/or sperm) from a third-party donor, your choice to donate these embryos to another couple or individual must be consistent with any and all applicable direct agreements made with, or written authorizations from, the gamete donor(s) and/or gamete bank. If donor gametes were used, the gamete donor must give or have given prior written authorization to the Patient, or to any gamete program or bank, agreeing to having these gametes used for any purpose besides trying to attempt a pregnancy by the original recipient(s). Without this prior written authorization, the embryos will be discarded.

3. Donate for research purposes, including but not limited to embryonic stem cell research, which may result in destroying the embryos, but will not result in the birth of a child.
4. Donate for clinical training, which may result in destroying the embryos, but will not result in the birth of a child.
5. Discard the embryos.
6. Other disposition (please specify); this option must also be initialed by an authorized representative of **BROWN FERTILITY** to be effective: _____

Agreed upon: I _____, authorized **BROWN FERTILITY** representative: _____

I/We also agree that if: our selected disposition choice is not available or, in **BROWN FERTILITY's** sole discretion, is not practical to implement; if I/we do not uphold our obligation to pay all storage and storage related fees as and when due; or fail to preserve any choice we have made here as required by this Agreement or **BROWN FERTILITY**, I/we authorize **BROWN FERTILITY** to discard our embryos.

Death of Spouse/Partner

If Spouse/Partner dies before using all the embryos, I/we agree that the embryos should be disposed of as checked below (**check only one box**):

1. Give to Patient, which gives complete control over the embryos for any purpose, including implantation to achieve a pregnancy, donation to achieve pregnancy by someone else, donation for research or clinical training, or destruction and discard. This may mean continuing to keep the embryos in storage, and will require paying all continuing storage fees and other payments due to **BROWN FERTILITY** for these cryopreservation services.
2. Donate to achieve a pregnancy, either to one or more recipients located and selected by **BROWN FERTILITY** or to a specific recipient(s) we identify here (**choose option A or B**):
 - A. Donate through **BROWN FERTILITY**, who will try to locate and select an embryo bank or one or more couples or individuals to donate our embryos to achieve a pregnancy if this is practical (as determined by **BROWN FERTILITY** at its sole discretion), and, if it is not, to discard the embryos.
 - B. Donate to the specific couple or individual named below to achieve a pregnancy and parent any resulting child (the "recipient(s)"). This may mean keeping the embryos in storage, and depends upon both 1) payment by us or the named recipient(s) of all storage fees and other payments due to **BROWN FERTILITY** for these cryopreservation services, and 2) **BROWN FERTILITY's** ability to carry out this choice. We also understand that any recipient may in the future make any disposition of any unused embryos that he, she or they wish.

Please donate to: Name(s) _____
 Address _____
 Telephone _____
 Email _____

Because it is possible your named recipient(s) may be unable or unwilling to accept the embryos, or the Patient's estate representative (Executor) does not carry out this choice, **you must check one of the boxes below** to indicate whether you **DO OR DO NOT** want **BROWN FERTILITY** to try to locate another recipient(s) for donation to attempt a pregnancy and parent any resulting child or if you want your embryos to be discarded.

If the named individual or couple is unable or unwilling to accept the embryos, I/we direct **BROWN FERTILITY** as checked below (**choose either option 1 or 2**):

1. Do not donate to another recipient(s), or entity, but discard our embryos.
2. Try to locate and donate to an embryo bank or one or more recipient(s) to attempt a pregnancy if practical (as determined by **BROWN FERTILITY** in its sole discretion), and if this is not possible, discard our embryos.

Special note for embryos created with donated gametes: If your embryos were created with gametes (eggs and/or sperm) from a third-party donor, your choice to donate these embryos to another couple or individual must be consistent with any and all applicable direct agreements made with, or written authorizations from, the gamete donor(s) and/or gamete bank. If donor gametes were used, the gamete donor must give or have given prior written authorization to the Patients, or to any gamete program or bank, agreeing to having these gametes used for any purpose besides trying to achieve a pregnancy by the original recipient(s). Without this prior written authorization, discarding the embryos will be required.

3. Donate for research purposes, including but not limited to embryonic stem cell research, which may result in destroying the embryos, but will not result in the birth of a child.
4. Donate for clinical training, which may result in destroying the embryos, but will not result in the birth of a child.
5. Discard the embryos.
6. Other disposition (please specify); this option must also be initialed by an authorized representative of **BROWN FERTILITY** to be effective: _____

Agreed upon: I _____, authorized **BROWN FERTILITY** representative: _____

I/We also agree that if: our selected disposition choice is not available or, in **BROWN FERTILITY's** sole discretion, is not practical to implement; if I/we do not uphold our obligation to pay all storage and storage related fees as and when due; or fail to preserve any choice we have made here as required by this Agreement or **BROWN FERTILITY**, I/we authorize **BROWN FERTILITY** to discard our embryos.

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Simultaneous Death of Patient and Spouse/Partner

If Patient and Patient's Spouse/Partner die at the same time (as defined by applicable state law) before using all the embryos, I/we agree that the embryos should be disposed of as checked below (check one box only):

1. Donate to achieve a pregnancy, either to a specific recipient(s) we have named here or to one or more recipients located and selected by **BROWN FERTILITY**, as checked below (choose either option A or B):

A. Donate through **BROWN FERTILITY**, who will try to locate and select an embryo bank or one or more couples or individuals to donate our embryos to achieve a pregnancy if this is practical (as determined by **BROWN FERTILITY** at its sole discretion), and, if it is not, to discard the embryos.

B. Donate to the specific couple or individual named below to achieve a pregnancy named below. This may mean keeping the embryos in storage, and depends upon both 1) payment by our estate or the named recipient(s) of all storage fees and other payments due **BROWN FERTILITY** for these cryopreservation services, and 2) **BROWN FERTILITY**'s ability to make this choice happen. In case the recipient is unable or unwilling to accept these embryos, or the estate representative(s) (Executor) does not carry out this choice, you must check here if you DO or DO NOT want **BROWN FERTILITY** to try to locate another recipient(s) for donation to achieve a pregnancy, or if you want your embryos to be discarded.

Please donate to:	Name(s)	_____
	Address	_____

	Telephone	_____
	Email	_____

If the named individual or couple is unable or unwilling to accept the embryos, I/we direct **BROWN FERTILITY** as checked below (choose either option 1 or 2):

- Do not donate to another recipient(s), or entity, but discard our embryos.
- Try to locate and donate to an embryo bank or one or more couples or individuals to achieve a pregnancy, if practical (as determined by **BROWN FERTILITY**'s sole discretion), and if this is not possible, discard our embryos.

Special note for embryos created with donated gametes: If your embryos were created with gametes (eggs and/or sperm) from a third-party donor, your choice to donate these embryos to another couple or individual must be consistent with the same as any and all applicable direct agreements made with the gamete donor(s). If gamete donors were used, the gamete donor must give prior written authorization to the Patient to use these gametes for any purpose besides trying to achieve a pregnancy by

the original recipient(s). Without this prior written authorization, discarding the embryos will be required.

2. Donate for research purposes, including but not limited to embryonic stem cell research, which may result in destroying the embryos, but will not result in the birth of a child.
3. Donate for clinical training, which may result in destroying the embryos, but will not result in the birth of a child.
4. Discard the embryos.
5. Other disposition (please specify); this option must also be initialed by an authorized representative of **BROWN FERTILITY** to be effective: _____

Agreed upon: I _____, authorized **BROWN FERTILITY** representative: _____

I/We also agree that if: our selected disposition choice is not available or, in **BROWN FERTILITY**'s sole discretion, is not practical to implement; if I/we do not uphold our obligation to pay all storage and storage related fees as and when due; or fail to preserve any choice we have made here as required by this Agreement or **BROWN FERTILITY**, I/we authorize the **BROWN FERTILITY** to discard our embryos.

Divorce or Dissolution of Relationship

If the Patient and Spouse/Partner are divorced or dissolve their non-marital relationship, I/we agree that the embryos should be disposed of as checked below (check one box only):

1. Give to Patient alone, or with a new partner or spouse, knowing that the Agreement does not discuss whether any legal parent-child relationship(s) will be created or not created.
2. Give to Spouse/Partner alone, or with a new partner or spouse, knowing that this Agreement does not discuss whether any legal parent-child relationship(s) will be created or not created.
3. Donate to achieve a pregnancy, either to a specific recipient(s) we have named below, or to one or more recipients located and selected by **BROWN FERTILITY**, as checked below (choose either option A or B):
 - A. Donate through **BROWN FERTILITY**, who will try to locate and select an embryo bank or one or more couples or individuals to donate our embryos to achieve a pregnancy if this is practical (as determined by **BROWN FERTILITY**'s sole discretion), and, if it is not, to discard the embryos.
 - B. Donate to the specific couple or individual named below to achieve a pregnancy. This may mean keeping the embryos in storage, and depends upon payment by us or the named recipient(s) of all storage fees and other payments due **BROWN FERTILITY** for

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these cryopreservation services. In case the recipient(s) is unable or unwilling to accept these embryos, you must check here if you DO or DO NOT want **BROWN FERTILITY** to try to locate another recipient(s) for donation to achieve a pregnancy, or if you want the embryos to be discarded.

Please donate to: Name(s) _____
 Address _____
 Telephone _____
 Email _____

If the named individual or couple is unable or unwilling to accept the embryos, I/we direct **BROWN FERTILITY** as checked below (choose either option 1 or 2):

1. Do not donate to another recipient(s), or entity, but discard our embryos.
2. Try to locate and donate to one or more couples or individuals to achieve a pregnancy, if possible (as determined by **BROWN FERTILITY** in its sole discretion), and if not, to discard our embryos.

Special note for embryos created with donated gametes: If your embryos were created with gametes (eggs and/or sperm) from a third-party donor, your choice to donate these embryos to another couple or individual must be consistent with the same as any and all applicable direct agreements made with the gamete donor(s). If gamete donors were used, the gamete donor must give prior written authorization to the Patient to use these gametes for any purpose besides trying to achieve a pregnancy by the original recipient(s). Without this prior written authorization, discarding the embryos will be required.

4. Give for research purposes, including but not limited to embryonic stem cell research, which may result in destroying the embryos, but will not result in the birth of a child.
5. Give for clinical training, which may result in destroying the embryos, but will not result in the birth of a child.
6. Discard the embryos.
7. Other disposition (please specify); this option must also be initialed by an authorized representative of **BROWN FERTILITY** to be effective: _____

Agreed upon: I _____, authorized **BROWN FERTILITY** representative: _____

I/We also agree that if: our selected disposition choice is not available or, in **BROWN FERTILITY**'s sole discretion, is not practical to implement; if I/we do not uphold our obligation to pay all storage and storage related fees as and when due; or fail to preserve any choice we have made here as required by this Agreement or **BROWN FERTILITY**, I/we authorize the **BROWN FERTILITY** to discard our embryos.

NOTE: If there is any future question about disposing of the embryos in the case of a divorce or dissolution of relationship, **BROWN FERTILITY may require a valid, final, non-appealable court decree by a court of competent jurisdiction and/or settlement agreement (as determined in **BROWN FERTILITY**'s sole discretion), which specifically tells **BROWN FERTILITY** how to make a final disposition of the embryos.**

Discontinuation of IVF Treatment

In the event Patient and her Spouse/Partner mutually agree to discontinue IVF treatment as a couple, I/we agree that any embryos should be disposed of in the following manner (check one box only):

1. Give to Patient alone or with a new partner or spouse, recognizing that any legal parent-child relationship(s) created or not created are beyond the scope of this Agreement.
2. Give to Spouse/Partner alone or with a new partner or spouse, recognizing that any legal parent-child relationship(s) created or not created are beyond the scope of this Agreement.
3. Donate to achieve a pregnancy, either to a specific couple or individual(s) we name below, or to one or more couples or individuals located and selected by **BROWN FERTILITY**, as specified below (choose either option A or B):
 - A. Donate through **BROWN FERTILITY**, who will try to locate and select or one or more couples or individual(s) to donate our embryos to achieve a pregnancy if possible (as determined by **BROWN FERTILITY** at its sole discretion), and, if it is not, to discard the embryos.
 - B. Donate to the specific couple or individual named below to achieve a pregnancy. This may mean keeping the embryos in storage, and depends upon payment by us or the named recipient(s) of all storage fees and other payments due to **BROWN FERTILITY** for these cryopreservation services. In case the recipient(s) is unable or unwilling to accept these embryos, you must check here if you DO or DO NOT want **BROWN FERTILITY** to try to locate another recipient(s) for donation to achieve a pregnancy, or if you want the embryos to be discarded.

Please donate to:	Name(s)	_____
	Address	_____ _____
	Telephone	_____
	Email	_____

If the named individual or couple is unable or unwilling to accept the embryos, I/we direct **BROWN FERTILITY** as checked below (choose either option 1 or 2):

1. Do not donate to another recipient(s), or entity, but discard our embryos.

2. Select and donate to one or more couples or individual(s) to achieve a pregnancy, if possible (as determined by **BROWN FERTILITY** in its sole discretion), and otherwise discard.

Special note for embryos created with donated gametes: If your embryos were created with gametes (eggs and/or sperm) from a third-party donor, your choice to donate these embryos to another couple or individual must be consistent with the same as any and all applicable direct agreements made with the gamete donor(s). If gamete donors were used, the gamete donor must give prior written authorization to the Patient to use these gametes for any purpose besides trying to achieve a pregnancy by the original recipient(s). Without this prior written authorization, discarding the embryos will be required.

4. Donate for research purposes, including but not limited to embryonic stem cell research, which may result in destroying the embryos, but will not result in the birth of a child.
5. Donate for clinical training, which may result in destroying the embryos, but will not result in the birth of a child.
6. Discard the embryos.
7. Other disposition (please specify); this option must also be initialed by an authorized representative of **BROWN FERTILITY** to be effective:

Agreed upon: I _____, authorized **BROWN FERTILITY** representative:

I/We also agree that if our selected disposition choice is not available or, in **BROWN FERTILITY**'s sole discretion, is not practical to implement, or if I/we do not uphold our obligation to pay all storage and storage related fees as and when due, or in any other way fail to preserve any choice we have made here as required by this Agreement or **BROWN FERTILITY**, I/we authorize the **BROWN FERTILITY** to discard our embryos.

NOTE: *If there is any future question about disposing of the embryos in the case of a divorce or dissolution of relationship, **BROWN FERTILITY** may require a valid, final, non-appealable court decree by a court of competent jurisdiction and/or settlement agreement (as determined in **BROWN FERTILITY**'s sole discretion), which specifically tells **BROWN FERTILITY** how to make a final disposition of the embryos.*

Nonpayment of Cryopreservation Storage Fees

Maintaining embryo(s) in a frozen state is labor intensive and expensive. Patients/couples who have frozen embryo(s) must pay fees associated with the storage of their embryos in accordance with the **BROWN FERTILITY**'s storage and payment protocol as well as remain in contact with **BROWN FERTILITY** on at least an annual basis in order to inform **BROWN FERTILITY** of their wishes.

In situations where there is either:

- 1) No contact by Patient and/or Spouse/Partner with **BROWN FERTILITY** for a period of 1 year, or

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2) A failure to pay fees for and associated with embryo storage for a period of 1 year and **BROWN FERTILITY** has made reasonable efforts to contact Patient and Spouse/Partner in accordance with its established protocols,

We expressly understand, agree, and authorize **BROWN FERTILITY** to discard our embryo(s) in accordance with its normal laboratory procedures and applicable law without further notice to, or consent required by, Patient or Spouse/Partner. In such circumstances, I/we also acknowledge that I/we have relinquished any and all claims to the embryos or to any additional notice from **BROWN FERTILITY** as to its ultimate disposition of the embryos

Time-Limited Storage of Embryos

BROWN FERTILITY will only maintain cryopreserved embryos for a period of 5 years, or until the younger of us reaches the age of 55, whichever comes first. After that time, I/we elect (check one box only):

- Award for research, including but not limited to embryonic stem cell research, which may result in the destruction of the frozen embryos, but will not result in the birth of a child.
 - Award for clinical training purposes which may result in the destruction of the frozen embryos but will not result in the birth of a child.
 - Discard the frozen embryos.
 - Transfer to a storage facility at our expense and risk. We understand we will be required to execute documents as provided by, or approved by **BROWN FERTILITY** and any storage facility.
- Should we wish to make any other dispositional choice, we will be required to jointly execute a new dispositional agreement, and be current in all storage and related fees.

Age-Limited Storage of Embryos

I/We understand that **BROWN FERTILITY** will not transfer embryos into any woman to produce a pregnancy after age 55 years. After this age, I/we elect (check one box only):

- Transfer embryos into one of us that has not reached that age, or into a gestational carrier.
- Award for research, including but not limited to embryonic stem cell research, which may result in the destruction of the frozen embryos, but will not result in the birth of a child.
- Award for clinical training purposes which may result in the destruction of the frozen embryos but will not result in the birth of a child.
- Discard the embryos.

Transfer to a storage facility at my/our expense and risks. I/we understand I/we will be required to execute documents as provided by, or approved by, **BROWN FERTILITY** and any storage facility.

- Should we wish to make any other dispositional choice, we will be required to jointly execute a new dispositional agreement, and be current in all storage and related fees.

Donation of Frozen Embryos for Research Purposes

If you selected the option “award for research purposes” under any of the preceding circumstances, as a donor of human embryos to research, including but not limited to stem cell research, you should be aware of the following:

- Donating embryo(s) for research may not be possible or may be restricted by law. While efforts will be made to abide by your wishes, no guarantees can be given that embryo(s) will be used for research or donated to another couple. In these instances, if after 1 year no recipient or research project can be found, or your embryos are not eligible, your embryo(s) will be destroyed and discarded by the lab in accordance with laboratory procedures and applicable laws.
- The embryos may be used to derive human pluripotent stem cells for research and the cells may be used, at some future time, for human transplantation research.
- All identifiers associated with the embryos will be removed prior to the derivation of human pluripotent stem cells.
- Donors to research will not receive any information about subsequent testing on the embryo or the derived human pluripotent cells.
- Derived cells or cell lines, with all identifiers removed, may be kept for many years.
- It is possible the donated material may have commercial potential, but the donor will receive no financial or other benefit from any future commercial development.
- Human pluripotent stem cell research is not intended to provide direct medical benefit to the embryo donor.
- Donated embryos will not be transferred to a woman’s uterus, nor will the embryos survive the human pluripotent stem cell derivation process. Embryos will be handled respectfully, as is appropriate for all human tissue used in research.
- If the donated embryos were formed with gametes (eggs or sperm) from someone other than the patient and her spouse or partner (those who sign this document), the gamete donor(s) may be required to provide a signed, written consent for use of the resulting embryos for research purposes.

Legal Considerations and Legal Counsel

The law regarding embryo cryopreservation, 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 patient and spouse/partner is, or may be, unsettled in the state in which either the Patient, Spouse, Partner, or any donor or ultimate recipient(s) currently or in the future lives, or the state in which **BROWN FERTILITY** is located. We acknowledge that **BROWN FERTILITY** has not given us legal advice, that we are not relying on **BROWN FERTILITY** to give us any legal advice, and that we have been informed that we may wish to individually and/or jointly consult a lawyer(s) experienced in the areas of family and reproductive law and embryo cryopreservation and disposition if we have any questions or concerns about the present or future status of our

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embryos, our individual or joint access to them, our individual or joint parental status as to any resulting child, or about any other aspect of this Agreement.

Our signatures below certify the disposition choices we have made above. We understand that we can change our choices in the future, but must do so by mutual and written agreement, properly signed, notarized, and delivered as outlined above. We also understand, acknowledge and agree that in the event none of our elected choices is available, **BROWN FERTILITY** is authorized by us, without further notice from or consent by us, to destroy and discard our frozen embryos.

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/_____
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X

Patient Signature

Date

Patient Name

Date of Birth

Notary Public

Sworn and subscribed before me on this ____ day of _____, _____.

Notary Signature

Date

X

Spouse / Partner Signature

Date

Spouse / Partner Name

Date of Birth

Notary Public

Sworn and subscribed before me on this ____ day of _____, _____.

Notary Signature

Date

If signed in the office:

Statement by Witness (must be employee of BROWN FERTILITY and at least 18 years of age)

I declare that the person who signed this document is personally known to me and appears to be of sound mind and acting of his or her own free will. He or she signed (or asked another to sign for him or her) this document in my presence.

Witness Name: _____

Witness Signature: _____

Date: _____