

THE SPERM BANK OF CALIFORNIA

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INFORMED CONSENT FOR SEMEN RECIPIENT

This agreement is made between The Sperm Bank of California, a nonprofit California corporation (hereinafter "TSBC") and the undersigned, hereinafter referred to as "Recipient." TSBC is registered as a reproductive tissue bank with the FDA (U.S. Food and Drug Administration) and performs clinical screening of all its sperm donors in accordance with parameters required by the FDA and recommended by the American Society for Reproductive Medicine, the American Association of Tissue Banks, and the Centers for Disease Control and Prevention.

I attest that I am at least eighteen years old, that I am the recipient who will use vials purchased under my account, and that my initial of each paragraph and signature at the bottom of each page signify my understanding, acknowledgment, and acceptance of the terms of this agreement.

____ I understand that TSBC evaluates the fertility of every sperm donor and performs a pre-freeze and post-thaw analysis of every sperm sample that is released for insemination. TSBC guarantees a post-thaw minimum of 20 million motile sperm per cc and 15% motility in every regular, unwashed sample. TSBC guarantees a post-thaw minimum of 20 million motile sperm per cc and 20% motility in every washed, IUI-ready sample. As samples that have been washed for intrauterine insemination (IUI) are .5cc in volume, this guarantee translates to a minimum of 10 million motile sperm per IUI-ready vial.

____ I understand that TSBC screens all sperm donors for the following sexually transmitted diseases (STDs): gonorrhea, chlamydia, syphilis, and antibodies to hepatitis B, hepatitis C, cytomegalovirus (CMV), Human T cell Lymphotropic Virus Types 1 and 2 (HTLV-1 and HTLV-2), HIV-1, and HIV-2. All sperm samples are quarantined for a minimum of six months, and donors are repeatedly tested for all the STDs mentioned above.

____ I understand that TSBC asks each donor to provide a four-generation, self-reported health history on the donor and his family and performs the following genetic testing: screening for cystic fibrosis carrier status, screening for Hemoglobin Electrophoresis (for sickle cell anemia and thalassemia carrier status), and screening for Tay Sachs carrier status (if donor is of Jewish, Cajun, or French-Canadian descent).

____ I understand that although TSBC guarantees that the appropriate tests have been performed by its reference lab, laboratory tests are not 100% accurate, and TSBC can not guarantee the absence of sexually transmitted diseases, inheritable illnesses, or inheritable birth defects resulting from insemination with donor sperm. I further understand that it is not possible to pre-test a donor for each and every disease, illness, condition or birth defect that may potentially affect the health of a child born as a result of using the donor's sperm.

____ I forever release and absolve TSBC, and any of its staff and board members, from any and all responsibility or liability whatsoever, for any resulting infectious disease in the recipient or in any fetus/child conceived as a result of inseminating with or other assisted reproductive procedure using TSBC donor sperm. I further release and absolve TSBC, and any of its staff and board members, from any responsibility for any birth defect or serious illness in a child conceived as a result of inseminating with or other assisted reproductive procedure using TSBC donor sperm. I further release and absolve TSBC, and any of its staff and board members, from any responsibility for any genetic defect leading to any tendency towards illness or genetic carrier status for any illness as a result of inseminating with or other assisted reproductive procedure using TSBC donor sperm.

____ I understand that the state of New York prohibits TSBC from shipping sperm samples from donors who have sex with men to recipients in New York. These donors are identified in TSBC's catalog with the notation "no NY."

____ I understand that TSBC cannot guarantee that a viable pregnancy will occur as a result of donor insemination. I understand that thawed frozen sperm will not survive as long as fresh sperm, and that I should time insemination to take place as close to ovulation as possible.

Recipient's signature

Recipient's printed name

date

____ I understand that TSBC is not responsible for any damage to sperm samples that may occur during the transport or shipping process, or due to subsequent storage at another facility. I understand that any samples picked up on dry ice should be used within twenty-four hours of receipt and any samples shipped or picked up in a liquid nitrogen vapor tank should be used within seven days of receipt or returned to TSBC within the seven day timeframe.

____ I understand that I am fully responsible for the liquid nitrogen vapor tank from the time it is picked up by me, delivered to me, or delivered to my medical provider's office until it is returned to TSBC, and that if the tank is returned to TSBC late or in damaged condition, I will be held financially responsible. I understand that a daily tank rental fee applies to all tanks picked up at TSBC and to shipped tanks returned after the guarantee period.

____ I understand that donor sperm samples are purchased on a nonrefundable basis, and that if I have not retrieved samples purchased from general inventory within three months of purchase, storage fees will be due. I further understand that storage fees for "sibling inventory" (sperm samples allocated for recipients who have had one child and wish to conceive another child using the same donor) are due at the time of purchase.

____ I understand that storage fees are automatically charged (quarterly for general recipients or annually for sibling inventory) using the credit card on file until vials are retrieved and that storage fees are not prorated or refundable. I further understand that nonpayment of storage fees cancels the storage agreement and releases ownership of the vials back to TSBC.

____ I understand that TSBC has final responsibility for all donor sperm samples that are collected, screened, and stored at its facility. I understand that TSBC reserves the right to retain any samples that I have reserved or purchased should the donor retire or meet his family limit. I also understand that TSBC reserves the right to retain any samples that I have reserved or purchased if an unforeseen situation arises where, in the discretion of TSBC, it is necessary to do so and that TSBC will not reveal the reason for retaining the samples if issues of donor confidentiality or other privacy issues are involved. In the event that TSBC retains any sperm samples that I have purchased for any of the reasons listed above, TSBC will refund the cost of the samples, but will not refund any storage fees I may have paid.

____ I further understand that TSBC will only release sperm samples if they meet current FDA and Tissue Bank licensing protocol at the time of release. If TSBC determines that the samples I have reserved or purchased do not meet current medical protocol, TSBC will make reasonable efforts to bring the samples up to current medical protocol, but there is no guarantee this can be accomplished. I understand that if the samples do not meet current medical protocol, TSBC will not release these samples to me. In this event, TSBC will refund the cost of the samples, but will not refund any storage fees I may have paid.

____ I understand that when I am ready to retrieve sperm samples for insemination, I must call TSBC to schedule a pick-up appointment or to request a shipment, and that I must submit a completed Semen Order Form with each pick-up or shipment.

____ I understand that TSBC requires information on pregnancies and pregnancy outcomes, and I agree to notify TSBC of each and every pregnancy, birth, miscarriage, or other outcome within 60 days of occurrence. I understand that my medical provider may provide this information directly to TSBC and that if this occurs TSBC may contact me to obtain additional information.

____ I understand that TSBC will release identifying information on donors participating in the Identity-Release® Program only to offspring who are at least 18 years old and that TSBC will not under any circumstances release identifying information on our donors to any other party, including the parents of individuals conceived using TSBC donor sperm.

____ I understand that any and all questions as to the legal interpretation, validity, or any other aspect of this agreement as it relates to the purchase of and insemination with sperm samples shall be determined by the laws of the State of California, regardless of the location or residence of any of the parties, including any offspring conceived as a result of insemination with TSBC sperm samples. I further understand that any child conceived with sperm purchased or stored at TSBC is explicitly and categorically not intended to be a third party beneficiary to any contract or agreement with TSBC.

Recipient's signature

Recipient's printed name

date