

Patient #: _____

CONSENT TO SERVE AS A DIRECTED DONOR OF SEMEN

1. PERMISSION.

I, _____ hereby consent to act as a directed donor of semen (“Specimens”) for the sole use by _____ (“Recipient”) and _____ (“Partner”) in artificial insemination or assisted reproductive procedures. I understand that all Specimens collected will initially be stored at Bruce R. Gilbert, M.D., Ph.D., P.C. (the “PC”). I acknowledge that I have been informed by Dr. Bruce Gilbert of the procedures for collection, storage and use of Specimens I donate for such purpose. I have been informed that PC will make a good faith effort to ensure that restrictions (if any) I have requested for use of my specimens will be respected. However, I understand that the recipient of the reproductive tissue may not abide by these restrictions (if any).

2. NO IMPERMISSIBLE FAMILIAL RELATIONSHIP.

To the best of my knowledge, I have no familial relationship with Recipient as an ancestor, descendant, brother of either whole or half blood, uncle or nephew, whether legitimate or illegitimate.

3. RELEASE OR DISPOSITION OF SPECIMENS DONATED.

(a) In the event of the death of Recipient or Partner, I hereby instruct PC to (indicate your choice by checking and initialing one of the following):

i Destroy Specimens.

Please Initial: _____

or

ii In accordance with the written instruction of the surviving Recipient or Partner, either release Specimens to the surviving Recipient or Partner or destroy Specimens.

Please Initial: _____

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(b) In the event Recipient and Partner are legally married and become legally separated or divorced, or in the event that Recipient and Partner, if not legally married, end their relationship (PC may request such confirmation of the foregoing as it deems necessary prior to any release of Specimens under this section), Donor hereby instructs PC to (indicate your choice by checking and initialing one of the following):

i Destroy Specimens.

Please Initial: _____

or

ii Release Specimens to:

1 Recipient only

Please Initial: _____

2 Partner only

Please Initial: _____

3 Partner or Recipient, as they may agree

Please Initial: _____

(c) In the event of the death of both Recipient and Partner, I understand and agree that the Specimens will, without any notice to me, be destroyed.

Please Initial: _____

4. LIMITED RIGHT TO WITHDRAW CONSENT.

Notwithstanding the foregoing, I understand that I have the right under the law to withdraw my consent to donation up until such time that the Recipient has begun an assisted reproduction cycle in reliance on the availability of semen Specimen(s) from me.

5. MEDICAL HISTORY AND PHYSICAL EXAMINATION; DISCLOSURE.

For the purpose of determining whether I am acceptable as a donor of semen, I consent and agree to provide a complete medical history, both individual and family, including first-degree and second-degree relatives, and to undergo a complete physical examination, including the withdrawal of blood and examination of other bodily fluids, by the PC or any other physician whom the PC may designate, for the purpose of genetic and infectious disease marker testing, consistent with statutory requirements. I authorize the disclosure of my medical history information, including the results of all testing, to the Recipient and Partner, if any, and to physicians using any Specimens I donate in artificial insemination and assisted reproductive procedures. I also agree to undergo additional periodic testing at six (6) months and every three (3) months thereafter, during

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the course of ongoing donation or artificial insemination or other assisted reproductive procedures.

6. RESULTS OF TESTING MAY BE MADE KNOWN TO ME.

I also understand that the results of all such testing will be made available to me, upon request, and at no charge to me.

7. PARENTAL RIGHTS TO OFFSPRING.

(a) I understand and agree that, if Recipient and Partner are legally married under law of the State of New York, it is the PC's understanding that any offspring that result from the use of my donated semen by Recipient in artificial insemination or other assisted reproductive technologies will be deemed to be the legitimate, natural child of the husband for all purposes. In such a case, I willingly and permanently relinquish all parental rights to such offspring.

(b) I also understand that, if Recipient and Partner, if any, are not legally married under the laws of the State of New York, I may or may not have parental rights and obligations with respect to any offspring.

(c) Notwithstanding the foregoing, I acknowledge that the PC cannot guarantee the state of the law and that I have, or will, consult with legal counsel to ensure that my wishes concerning the foregoing matters and those of the Recipient and Partner, if any, are carried out.

8. NOTICE OF RESULTS OF PROCEDURES.

I understand that the PC will not notify me whether any reproductive procedures have resulted in a pregnancy or a birth, except that the PC will report to me any adverse outcomes, including infectious diseases in Recipient or her offspring and genetic defects in offspring, if there is any possibility that my donated sperm contribute to the adverse outcome. It is my responsibility to keep the PC informed of my current address for such notice purposes.

9. NO FINANCIAL OBLIGATION.

I understand that the Recipient and Partner, if any, will be solely responsible for all financial obligations involved in the donation process, including physician, lab and storage fees, and that I will not be responsible for any such fees. I also understand that if such fees are not paid in a timely manner by Recipient and Partner, if any, the specimens may be destroyed by the PC without notice to me.

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10. RELEASE.

I hereby release the PC, its shareholders, directors, officers, employees, agents and representatives from any and all liability and consequences which may result from my donation of semen, the artificial insemination or other assisted reproductive procedure undergone by Recipient, any disposition of the Specimens I donate directed by Recipient, Partner (if any) or PC in accordance with any agreement between them (provided, in the case of the PC, the disposition is in accordance with my instructions set forth in Section 3, above) any infectious disease, genetic or physical abnormalities in any offspring which may result from my donation hereunder, and the legal status of any offspring including the existence or non-existence of any parental rights and/or obligations of mine thereto.

11. NO GUARANTEES.

I acknowledge that no guarantees or assurances have been made to me concerning the procedures described above.

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12. UNDERSTANDING OF THIS FORM.

I confirm that I have read this document in its entirety and that I fully understand it and that all blank spaces have been completed prior to my signing.

Directed Donor:

(Signature)

(Print)

Interpreter, if required:

(Signature)

(Print Name)

Witness:

(Signature)

(Print Name)

Date: _____

Physician Certification

I hereby certify that I have explained the nature, purpose, benefits, risks of and alternatives to the Directed Donor's donation of semen specimens, have offered to answer any questions and have fully answered all such questions. I believe that the Directed Donor fully understands what I have explained and answered and is acceptable to serve as a directed donor for the intended recipient as described above. I have also provided the Directed Donor with a copy of this consent.

Bruce R. Gilbert, M.D., Ph.D.
Medical Director, New York Cryo