

The Fertility Center of Oregon, L.L.C.

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EGG DONOR CONSENT AND AGREEMENT

1. I, _____ freely and voluntarily wish to and agree to participate in the egg donor program (the "Program") sponsored by The Fertility Center of Oregon, L.L.C., and hereby authorize its physicians, nurses and such assistants as may be designated by them to treat me in accordance with their procedures for **in vitro** fertilization ("IVF").
2. I understand that the participants in this Program include me as the egg donor ("Donor"); the recipient wife ("Wife") who will carry the fertilized egg(s); and the recipient husband ("Husband"), who will provide the sperm (collective, the "Recipient Couple"). If I am married, my husband will also be a participant to the extent of giving his consent and agreement.
3. I understand that the purpose of my participation in this program is to provide fertilizable eggs for the Wife and Husband and that the eggs donated by me will be mixed with the sperm collected from the Husband and thereafter transferred to the Wife under The Fertility Center of Oregon, L.L.C.'s current protocol for **in vitro** fertilization (IVF), gamete intrafallopian transfer (GIFT), or tubal embryo transfer (TET).
4. **I hereby waive and relinquish any claim whatsoever to the donated eggs or to any offspring that may result from them.** I understand that once the eggs are removed from me and have been inseminated by the sperm of the Husband, the resulting embryo(s) are the sole responsibility of the Recipient Couple. I agree that the Recipient Couple will regard the donated eggs, embryos (whether cryopreserved or not) and any offspring resulting therefrom as their own eggs, embryos, child or children. The Recipient Couple, and not the Donor, is fully responsible for any and all resulting offspring regardless of the outcome of any pregnancy. I understand that, upon donation, I have no further rights, claims, responsibilities or obligations for the embryo(s) or any offspring resulting from egg donation including but not limited to claims for custody, visitation, parenting, time and/or support or any rights or claims against the Recipient Couple.

I allow that the recipient couple to donate these embryos if they so desire: Yes No

5. I understand that it is up to the Program whether to accept me as a Donor and that before being accepted as a Donor I must meet or agree to certain requirements. I understand that I will undergo a physical examination and that both Recipient Couple and I will be tested for communicable diseases and evaluated by a mental health counselor. I understand that screening for infectious diseases will be done in accordance with guidelines set by the American Society for Reproductive Medicine. Donor screening includes, but is not limited to, testing for the following: (1) Gonorrhea; (2) Chlamydia; (3) Hepatitis-B; (4) Hepatitis-C; (5) Cytomegalic virus (CMV); (6) Human Immunodeficiency Virus (HIV); (7) Syphilis; (8) Rh factor; and (9) other diseases as appropriate by history and/or indicated in the future.
6. I understand that it is extremely important that I answer all inquiries and requests for medical, mental and psycho-social information truthfully and to the best of my knowledge. I understand that many people will rely on the information I provide and that my failure to provide accurate and complete information may affect the health of any offspring conceived as a result of my egg donation and any resulting pregnancy. I agree to provide updated information to the Program during my screening and participation which might affect my eligibility or continued participation in the Program.
7. I understand that I, as the Donor in the Program, will receive ovulatory stimulants which will increase the number of eggs I will produce for donation. The development of eggs will be monitored by frequent blood estrogen tests and ultrasound procedures, which will necessitate multiple appointments at The Fertility Center of Oregon, L.L.C. at specific times during a treatment cycle. I understand that these appointments may include multiple injections, blood studies, and ultrasound examinations. I also understood that the egg retrieval will be performed under anesthesia by ultrasound-guided needle aspiration. I understand the retrieval process to be as follows: The morning of the procedure I will be taken to the procedure room and an I.V. will be started. A certified registered Nurse Anesthetist will administer adequate anesthesia and monitor my well being. A speculum will be inserted into the vagina and vaginal area will be swabbed clean. A transvaginal ultrasound will visualize all follicles. One

or more small needle punctures will be made through the vaginal wall into the follicle(s) on the ovary. Suction aspiration and irrigation will be employed to remove the egg(s). All visible follicles will be aspirated in a similar manner and the eggs transferred to the **In Vitro** Fertilization Laboratory. Once all large follicles have been collapsed, anesthesia will be discontinued and I will be monitored until awake and alert. I understand that I should not drive or operate equipment the remainder of the day of the egg retrieval. I may experience mild nausea and vomiting from the anesthesia.

8. I understand that the procedures have no medical benefit to me and my reason for participating is entirely benevolent. I have been informed that there are some medical risks and possible complications associated with my participation in the Program. I have been advised that there are possible serious risks, and while these complications are extremely rare, they may include, but are not limited to: (1) Pelvic infection; (2) Removal of the ovaries; (3) Loss of fertility; (4) Death; and (5) Other possible risks which at the present time are not known and cannot be identified. I have also been advised that questions have been raised about the role of ovarian stimulants increasing risks of ovarian cancer, and conflicting medical research studies have been reported. Currently there is no substantial data documenting this as a potential risk, but ongoing studies are in progress. It is possible in the future that this contention of ovarian cancer being related to ovarian stimulants may be substantiated.

I have also been advised that there are a number of more common and generally less serious risks, including:

- (1) **Ovarian hyperstimulation**—Symptoms of hyperstimulation range from mild to severe. Mild to moderate symptoms are common and include abdominal bloating, ovarian tenderness and enlargement, fluid retention, nausea, diarrhea and occasional vomiting. Severe symptoms are rare unless a concurrent pregnancy exists, however, they may include ascites, cardiovascular instability, electrolyte instability and, in extremely rare instances, death.
- (2) **Risks from anesthesia**—Risks from anesthesia may include mild nausea and vomiting, allergic reactions to medications, decreased oxygenation resulting in brain damage or even death.
- (3) **Infection**—Infection is a rare complication following needle aspiration. Symptoms include fever, pain and possible vaginal discharge. Antibiotic therapy will generally control infection, but severe infections could result in damage to the ovaries or tubes, or even necessitate removal of these organs.
- (4) **Bleeding**—Slight vaginal bleeding is normal following the procedure. In rare instances internal bleeding may occur. Symptoms would include shortness of breath, shoulder pain and pelvic pain. Surgery may be required to correct the site of internal bleeding.
- (5) **Other** unknown risks from medical procedures.

I understand that all measures will be taken to prevent the occurrence of these associated risks. However, I understand and acknowledge that these risks cannot be eliminated. I acknowledge that the physician has discussed these risks with me and has answered my questions.

9. I understand that engaging in sexual intercourse during the cycle of ovulation induction may result in an inadvertent pregnancy. This may occur from eggs not collected at the time of egg retrieval. I have been advised that abstinence is recommended and if I do not abstain from intercourse during this time, I will be at risk for multiple pregnancy. I acknowledge that the use of barrier contraception such as a diaphragm, cervical cap or condom may result in contraceptive failure and subsequent pregnancy. I understand and acknowledge that The Fertility Center of Oregon, L.L.C. and its staff or the Recipient Couple assume no responsibility for such a pregnancy.
10. I agree not to seek any court order or institute any adversary proceedings against the Recipient Couple or The Fertility Center of Oregon, L.L.C. to establish parental or other rights to the resulting embryo(s) or any offspring which may have been born as a result of egg donation.
11. I understand that the legal status and standing of egg donation or the children born as a result of egg donation in the State of Oregon has not yet been decided and it is possible that any arrangement or agreement which I have entered into respecting my participation in this program may not be legally enforceable in whole or in part, and may be determined to violate civil and/or criminal laws of the State of Oregon.

12. Check **(A)** or **(B)** below:

(A) I understand in the case of anonymous donation, I will not be told the identity of the Recipient Couple or of any subsequent children born as the result of this procedure. I understand that the donation of eggs will be on a strictly anonymous basis and I will not be given any information concerning pregnancy establishment. I have been informed, however, that non-identifying information will be given to the Recipient Couple with respect to my medical history.

(B) As a Donor designated and identified to The Fertility Center of Oregon, L.L.C. by the Recipient Couple, I certify that I am participating of my own free will. I have received counseling and have discussed and explored my potential relationship with the child (children) to be born to the Recipient Couple and have developed guidelines for such a relationship that are acceptable to both myself and the Recipient Couple. Regardless of any understanding and guidelines between myself and the Recipient Couple, I acknowledge and agree that our legal status is as set forth in Paragraph 4 of the Agreement. I hereby release and agree to hold The Fertility Center of Oregon, L.L.C. harmless for any potential emotional or psychological difficulties resulting from this relationship.

13. I understand that all procedures and records will remain confidential and that every effort will be made to insure the confidentiality of any identifying information to the extent allowed by law. I understand that The Fertility Center of Oregon, L.L.C. cannot, however, guarantee that an inadvertent disclosure of information might occur and compromise the confidentiality of the participants or that it might be required at some future time to release such information by court order.

14. I have further agreed that The Fertility Center of Oregon, L.L.C. may publish statistics and other non-identifying information relating to my case in professional journals, providing my name is not used and my identity not disclosed.

15. Check **(A)** or **(B)** below:

(A) I understand that as an anonymous Donor in the Program, I will be compensated for my time and effort and that my compensation will vary depending on whether I complete a cycle or, if not, on my length of participation in the Program. A completed cycle is defined by culmination in the egg retrieval procedure regardless of the number or quality of eggs retrieved. In case of termination of the cycle by The Fertility Center of Oregon, L.L.C. or by the Recipient Couple, I understand that an appropriate prorated payment schedule will be applied, unless such termination results from my willful withdrawal or my failure to follow the procedures of the Program as determined solely by The Fertility Center of Oregon, L.L.C., in which case I waive all rights to compensation and understand and agree that I will receive no compensation whatsoever. I understand that the compensation schedule will be reviewed and agreed to with me prior to my treatment cycle and that I will receive a "1099" tax form for any compensation I receive.

(B) As a designated Donor, any financial arrangements to compensate me for my time, effort and inconvenience are between the Recipient Couple and myself. The Fertility Center of Oregon, L.L.C. is in no way involved in or assumes any responsibility for such financial arrangements.

16. I understand that all of the procedures, laboratory studies and medications required for the donation will be performed at no expense to me. I understand that at the time of my participation in the Program, I am required to have a health insurance policy that will cover any possible complications I may experience arising from my participation in the Program and expressly acknowledge that I presently have such a policy and will maintain that policy until at least thirty (30) days after my donation is concluded. It is my understanding that the Recipient Couple will be responsible for all expenses not covered by insurance that are a direct result from any medical complications associated with my participation in the Program. This is limited to complications that manifest within thirty (30) days from completion of the procedure. I will, however, be totally responsible myself for any expenses incurred should I become pregnant as a result of the procedure.

I have been further informed that in the event of physical injury, no financial compensation or payment for medical treatment will be provided to me by The Fertility Center of Oregon, L.L.C. or its affiliates or physicians.

- 17. I understand that my participation in this Program is purely voluntary and I may terminate my participation at any time prior to fertilization without prejudice to my present or future care at The Fertility Center of Oregon, L.L.C. I understand I will receive no compensation as a donor in that event. I understand that my decision to withdraw from the Program must be delivered to The Fertility Center of Oregon, L.L.C. in writing, be signed by me, and effective upon receipt by The Fertility Center of Oregon, L.L.C.
- 18. To the extent permitted by law, I hereby agree to release, discharge and indemnify The Fertility Center of Oregon, L.L.C., its physicians, nurses, agents, employees and associates from any and all claims and demands, actions and causes of action, damages either direct or consequential, and all losses whatsoever (collectively "liabilities") resulting from or arising out of my participation in the Program, and including, but not limited to, claims for pain and suffering, loss of consortium, loss of time from work and any uncovered costs of hospitalization and medical treatment or claims brought against the Donor by the Recipient Couple; however, this release shall not include liabilities based on injuries to myself that are attributed to the negligence or willful misconduct of the Program.
- 19. I understand that The Fertility Center of Oregon, L.L.C. has suggested that I consult legal counsel to review this document and its contents prior to my signing it so as to be fully informed of my legal rights. I acknowledge The Fertility Center of Oregon, L.L.C. has not undertaken hereby or in any other document or oral communication, to advise me of my legal rights now existing or hereafter arising, and specifically disclaims any responsibility to do so. If I have chosen not to seek legal advice, I represent that I have had sufficient time to procure the services of an attorney and freely and voluntarily assume the risks that I am aware of and understand the content and legal effects of this agreement.
- 20. I have read and fully understand this consent form. All questions that I have asked of The Fertility Center of Oregon, L.L.C. have been answered in a satisfactory manner. A staff member of The Fertility Center of Oregon, L.L.C. has reviewed this consent form with me and has answered any questions and explained any terms that were unfamiliar to me. I have no further questions and freely and voluntarily consent and agree to the procedure outlined in this consent statement as evidenced by my signature below.

Egg Donor

Date

OR Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

Date

Signature of The Fertility Center of Oregon, L.L.C. staff member

Date

IF MARRIED:

I, _____, Donor's husband, have read and understand this consent form and agree to its contents. I consent to Donor's participation in the egg donor program as outlined above and specifically acknowledge that I will make no claims, and hereby voluntarily waive and relinquish any rights I may have to any of my wife's donated eggs or to any resulting embryos or children. I agree to be screened and undergo any testing required by The Fertility Center of Oregon, L.L.C. for the purpose of Donor's participation in the egg donor program.

Egg Donor Spouse

Date

OR Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

Date

Signature of The Fertility Center of Oregon, L.L.C. Staff Member

Date