

Donor#: _____

**NOTARIZATION
FORM**

State of

County of

On this ____ day of _____, in the year 20__ before me, _____

_____ personally appeared and was

personally known to me or proven to me on the basis of satisfactory evidence as the

person(s) whose name is subscribed to this instrument (Notarization Form), and I

acknowledge that he/she/they executed it. I declare under penalty of perjury that the

person(s) whose name is subscribed to this instrument appears to be of sound mind and under no

duress, fraud, or undue influence.

NOTARY SEAL

Signature of Notary Public

Donor#: _____

Outcomes Following Embryo Donation

We understand that we may not be informed of whether or not a pregnancy has occurred with the Embryos. If we agreed to Anonymous Donation then we can contact the NEDC to inquire whether the Embryos have been thawed and whether or not a successful pregnancy resulted from that transfer but no other details will be provided.

Compensation and Counseling

We agree that we will receive no compensation for donation of the Embryo(s). We understand that psychological counseling is recommended by some authorities prior to embryo donation, and that we will inform the NEDC if we desire such counseling and agree that such counsel would be at our expense. We further acknowledge that there may be unknown psychological risks both to us and to our offspring in connection with the procedures contemplated herein, and we agree to assume those risks.

Indemnification

Each party hereby agrees to irrevocably waive, release and relinquish any and all rights, claims or causes of action of any kind, whether known or unknown and whether now existing or occurring in the future, over and against the National Embryo Adoption Center/National Embryo Donation Center, our physician, Rejoice Fertility and its Medical Director, Rejoice IVF Lab, and all employees, officers, directors, contractors and agents of such parties and agrees to protect, defend, hold harmless and indemnify such parties from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines, and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to persons or embryos and damage to property) actually or allegedly resulting from or connected with the Embryos, the donation of the Embryos, the cryostorage of the Embryos or any other matters contemplated in this agreement.

Relinquishing Rights and Granting Consent

We do hereby relinquish any and all rights, titles, and interests to the Embryos(s) and any child or children that may result from the transfer of the Embryo(s). We understand the above information and have had any questions answered to our satisfaction by our physician and/or the staff of the National Embryo Donation Center.

We hereby agree, acknowledge, and consent that any and all children resulting from the Embryos shall be the legal children of the birth parents for all intents and purposes. We further agree to execute any other or further documentation and grant any other or further consents to the extent any are necessary or advisable in the future in order to effect the purpose of this agreement that such children be deemed the children of the birth parents under the law whether by statute, presumption, adoption, legitimation or such other methods that may be or may become available.

Signature of Female

Date

Witness

Signature of Male

Date

Witness

Donor#: _____

Psychological Impact of Embryo Donation

The decision to donate embryos for adoption should not be taken lightly and some have raised concern that we may suffer psychological repercussions as a result of donating the Embryos. The American Society of Reproductive Medicine currently recommends that couples undergo counseling prior to embryo donation. The National Embryo Donation Center does not require this, but we would be glad to assist you in finding a counselor should you so desire.

Purpose and Outcomes of Embryo Donation

We realize that the purpose of embryo donation is to help another woman achieve pregnancy, but that there is no guarantee that a pregnancy will result from the transfer of the Embryos. We realize that the Embryos may not survive the shipping or thawing procedure and/or that they may not develop after the thaw and that no transfer may occur, or that the transfer of the Embryos may not result in a successful pregnancy. We also acknowledge that inadvertent loss or damage of the Embryos may occur.

Mixing of Embryos

Unlike most fertility clinic based embryo donation programs, the NEDC strives to keep groups of sibling embryos together by allowing recipient couples to reserve embryos for future use once a pregnancy has been established. We have a number of recipients who have 2, 3 and even 4 children that are all from the same group of adopted embryos.

However, if only 1 or 2 embryos from a particular donor are available or survive thawing then our policy is to allow recipients to transfer embryos from different embryo donors ("embryo mixing") during the same frozen embryo transfer cycle. Recipients who conceive following an embryo transfer that included embryos from more than one donor couple are informed that genetic testing will be performed to determine which donated embryo(s) resulted in the successful pregnancy and birth.

In donating the Embryos to the NEDC you are agreeing to the possible transfer of the Embryos with embryos from another embryo donor into recipients who have selected both you and another embryo donor(s). Recipients may elect to transfer embryos from more than one donor but are not required to do so. Following delivery we need to determine which embryo(s) resulted in the successful pregnancy by performing a simple genetic test on the embryo donors whose embryos were used in that treatment cycle. This genetic test will not be entered into any national database, nor will your identity be shared with the recipients if you have donated anonymously.

CHOOSE ONE OPTION:

OPTION A: INITIAL IF YOU AGREE TO GENETIC TESTING:

We **agree** to undergo a simple genetic test consisting of a cheek swab to determine the identity of a child that was born following an embryo transfer that was performed using our Embryo(s) along with embryos from another embryo donor(s). We understand that if our Embryos were created using an egg or sperm donor then this genetic test can only be performed on the non-donor gamete parent

Female: _____

Male: _____

OPTION B: INITIAL IF YOU DECLINE GENETIC TESTING:

We **decline** to undergo a simple genetic test consisting of a cheek swab to determine the identity of a child that was born following an embryo transfer that performed using our Embryo(s) along with the embryos from another embryo donor(s).

Female: _____

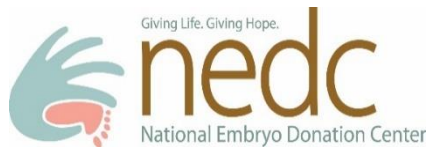
Male: _____

OPTION C: INITIAL IF YOUR EMBRYOS WERE CREATED WITH BOTH AN EGG DONOR AND ASPERM DONOR

If your Embryos were created with both an egg donor and a sperm donor then you will not be contacted to provide a sample for genetic testing.

Female: _____

Male: _____



Donor#: _____

INFORMED CONSENT TO DONATE EMBRYOS/WAIVER OF LIABILITY

We understand that embryos or zygotes created with our genetic material (the "Embryos") are currently in cryostorage. We also understand that the purpose of this document is to donate the Embryos for the purpose of assisting one or more women in achieving a pregnancy. Such a pregnancy may be extremely difficult or impossible for the recipient to achieve without the use of donated embryos. Therefore, the Embryos will be placed into the reproductive tract of one or more recipients in order to attempt to establish a pregnancy.

We, _____ (female) and _____ (male) do hereby consent to the donation of our cryopreserved embryos for implantation to assist another couple as provided in this agreement.

We agree to donate all of our cryopreserved zygotes or embryos currently in storage to the National Embryo Donation Center (NEDC). The NEDC cannot guarantee that donated embryos could be returned to our custody as Embryos may not survive the initial shipping and/or inadvertent loss or damage of the Embryos may occur at any time that they are in cryostorage.

Open versus Anonymous Donation

Unless we sign an Open Donation Agreement, we understand that our donation will be anonymous. In the case of Anonymous Donation, a recipient couple will choose the Embryos. All recipients undergo medical evaluation by a physician affiliated with the NEDC to determine that, in his sole discretion, the couple is appropriate for receipt of any embryos. We agree that, with the exception of Open Embryo Donation, the recipient(s) will be anonymous and that we have no right to learn of the identity of the recipient(s). We authorize the NEDC staff to use their best judgment in matching the Embryos to appropriate recipient(s). We understand that the Embryos will remain in cryostorage until they are selected by a recipient couple. In the case of known, or 'open' donation (i.e. non-anonymous), we will approve the couple to receive the Embryos and sign an Open Donation Agreement (ODA). We will indicate in the ODA whether we choose to have future contact with the recipients or any child(ren) born as a result of our donation of the Embryos.

We understand that should we choose Open Embryo Donation and are matched to and decline five proposed Recipient couples, we will be charged a storage fee by NEDC, amount subject to change, of at least \$500 yearly for the duration of time which the NEDC held your Embryos. At that point you may elect to have the embryos shipped to a licensed cryostorage facility of your choice, and at your expense. Failure to comply with this will result in your embryos being donated anonymously to another couple without your further consent. Alternatively, the NEDC, at its sole discretion, may elect to ship the Embryos to a long term storage location of our choosing and that we will be responsible for all related expenses. We also agree that if we do not respond to communications from the NEDC or the NEDC cannot contact us despite their best efforts over a period of 6 months, then the NEDC may elect to allow the Embryos to be adopted anonymously. In that case we will not know anything about the Recipients, nor could we contact them. We understand that it is our sole responsibility to keep the NEDC informed of our contact information until such time as all of the Embryos have been thawed and transferred to another couple. We also agree that in the event of our divorce or separation, that this contract cannot be altered by only one of us. Both parties must agree on a change of disposition in order for this contract to be amended or changed.

Testing of Donors

We understand that we will be asked to have blood testing done to ensure that we have not contracted certain infections, such as hepatitis, that could potentially also be present in the Embryos. There is a small risk of complications from drawing blood, such as discomfort and infection. The Food and Drug Administration (FDA) requires that clinics attempt to test embryo donors for infectious diseases at the time that they donate embryos. However, the FDA permits embryos to be adopted even if this testing has not been performed. We understand that we have the right to refuse this testing, and such refusal will not disqualify us as embryo donors.

We decline to undergo infectious disease testing. Female: _____ Male: _____