

# **SPECIMEN TESTING AND STORAGE AGREEMENT AND CONSENT - DIRECTED DONOR SPECIMENS**

THIS SPECIMEN TESTING AND STORAGE AGREEMENT (“Agreement”) is made and entered into as of {DATE}, by and between Bruce R. Gilbert, M.D., Ph.D., P.C., a New York State professional corporation (“PC”), and \_\_\_\_\_ (“Recipient” and Recipient’s partner, \_\_\_\_\_ if any, (“Partner”) (Recipient and Partner (if any) are also referred to herein, each, as “Client” and, collectively, as “Clients”). PC and Clients are sometimes referred to herein individually as a “Party” and collectively, as the “Parties.”

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS**, Recipient has selected a known individual who has consented to donate sperm to the Recipient for the purpose of impregnating Recipient only (the “Donor”); and

**WHEREAS**, Donor intends to donate semen specimens (“Specimens”) and Recipient and Partner, if any, desire(s) to deposit the Specimens with PC for freezing and storage prior to potential artificial insemination of, or the use of other assisted reproductive technology for, Recipient; and

**WHEREAS**, the Parties desire that PC shall perform genetic and infectious disease marker testing, consistent with statutory requirements, and freeze and store the Specimens on each and all of the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, the Parties hereby agree as follows:

## **1. DONOR AND SPECIMEN TESTING AND EVALUATION**

(a) Donor Screening Prior to Donation. Prior to the initial collection of a Specimen, the PC shall initially screen and thereafter shall periodically assess the Donor for conditions that may adversely affect the quality of reproductive tissue or impair the Recipient’s and/or offspring’s health, as required by law. Such evaluation will include, without limitation:

(i) a physical examination, including examination for indications of sexually transmissible diseases;

(ii) a complete medical history, both individual and family, which shall include certain major genetic disorders;

(iii) history of sexually transmissible disease and risk factors therefore;

(iv) history of infectious disease and risk factors therefore;

(v) history of drug or alcohol abuse; and

(vi) other conditions as determined by the PC.

Except for factors posing an increased risk for HIV infection, the factors listed above need not necessarily exclude the Donor, if the Recipient's attending physician (i) counsels the Recipient and Partner, if any, about potential associated risks if the Donor's Specimen is accepted, and (ii) provides to the PC written confirmation of such counseling and the Recipient's and Partner's, if any, consent in a form satisfactory to the PC.

(b) Age of Donor. The Recipient's attending physician will be notified if the Donor's age at the time of donation is older than 44 years.

(c) Laboratory Tests. The PC shall perform genetic and infectious disease marker testing, consistent with statutory requirements for genetic testing. Semen shall also be tested for sperm quality. If the Donor's blood, urine or semen tests positive for certain infectious diseases, the semen cannot, under the law, be released to the Recipient.

(d) Quarantine and Waiver. As required by law, subsequent to testing as required in subdivision (b) of this section, all donated semen shall be frozen and quarantined for six (6) months. After such time and prior to release of the semen for artificial insemination or assisted reproductive procedures, the Donor shall be retested for certain infectious diseases. If donation is ongoing, the Donor must be retested every three (3) months. The law permits the Recipient of directed donor semen to waive the quarantine period after being advised by the director of the P.C., his/her designee, and/or the physician performing the insemination of the risks involved in doing so, as long as the original tests for infectious diseases were done no more than one (1) month before the donation. If Client(s) choose(s) to waive the quarantine period, please complete the following:

**I/We have been advised by the director of the P.C. or his/her designee, and (if applicable) the physician performing the insemination or assisted reproductive procedure of the risks involved in waiving the quarantine period, and I/We acknowledge(s) that there is a risk of transmission of infectious diseases including but not limited to hepatitis B virus (HBV), hepatitis C virus (HCV) or the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)) to the Recipient and any offspring.**

**Notwithstanding such risks, I/we understand that we may waive the quarantine period and proceed with the insemination or assisted reproductive procedure, provided that I/we execute the consent form attached hereto as Exhibit C prior to release of the Specimens.**

**I/We (each) agree to execute hold the PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating, directly or indirectly, to our decision to waive the quarantine period.**

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Partner, if any

\_\_\_\_\_  
Date

(e) Results of Testing. Results of all donor testing will be made available, upon request, to the Donor and to physicians using the Donor's reproductive tissue in artificial insemination and assisted reproductive procedures.

(f) Testing, Freezing and Post-Thaw Evaluation. Donor shall, for the benefit of Client(s), deposit Specimens with PC for testing, freezing and post-thaw evaluation by PC. PC shall perform the testing, freezing and post-thaw evaluation for a non-refundable fee equal to the PC's then-current fees, per specimen (the "Evaluation Fee") payable by Client(s) at the time each Specimen is given by the Donor. PC reserves the absolute right to terminate this Agreement upon thirty (30) days prior written notice to Client(s) in the event that PC determines, in its sole and absolute discretion, that the Specimens are inappropriate for storage for reasons including, but not limited to: specimen evaluation, post-thaw analysis, blood testing or physician evaluation. PC will perform a post-thaw evaluation of the Specimens and will determine in its sole and absolute discretion whether the Specimens are suitable for storage or whether as a result of such analysis or any other testing or physician evaluation the Specimens are unsuitable for freezing, or storage. In the event of a negative determination by PC, the PC will give the Clients 30-days written notice, which will have the effect of mutually terminating this Agreement at the end of the notice period. At that time, the PC shall destroy the Specimens.

## **1. IMPERMISSIBLE FAMILIAL RELATIONSHIP WITH DONOR**

Recipient hereby represents and warrants to the PC that she has no familial relationship with the Directed Donor, as an ancestor, descendant, sister of either whole or half blood, niece or aunt.

## **2. LEGAL STATUS**

(a) It is the PC's understanding that if Recipient and Partner are legally married under the laws of the State of New York, that any child born to Recipient by means of artificial insemination performed by persons duly authorized to practice medicine and with the consent in writing of the Recipient and Partner (a form for such consent will be provided by the physician performing the procedure), shall be deemed the legitimate, natural child of the Recipient and Partner, for all purposes and the directed Donor shall have no parental rights or obligations with respect to such child.

(b) If, however, Recipient and Partner are not legally married under the laws of the State of New York, the law may not provide that the child will be legitimate or will be considered the natural child of the Partner; an adoption proceeding may be necessary. The law also may not currently provide for the extinguishment of parental rights of the Donor.

(c) If Recipient has no Partner, the law currently may not provide for the automatic extinguishment of parental rights of a directed donor.

(d) Notwithstanding the foregoing, the PC recommends that the Partner and Recipient seek legal counsel to confirm the foregoing and other matters of concern regarding the legal status of any offspring, as the PC makes no guarantees in this regard. The PC recommends that

the Recipient seek legal counsel to carry out her wishes and those of the Donor prior to artificial insemination or other assisted reproductive procedures. The PC takes no responsibility for these matters.

**The Recipient and Partner, if any, acknowledge that she/they have read and understand the foregoing and that the PC shall not be responsible for, nor make any further inquiry into, these matters. (Each) Client for (himself or) herself and for (his or) her heirs, spouse, executors, administrators, agents, representatives, successors and assigns, hereby releases and forever discharges the PC, its shareholders, directors, officers, employees, agents and representatives, from, and hereby waives all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims liabilities, defense, offsets or demands, whatsoever arising out of or relative to, directly or indirectly, the legal status of any offspring and the existence or non-existence of parental rights or obligations with respect to the Donor, the Recipient and Partner, if any, or any other person whatsoever. It is the intention of the Parties hereto that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of this Agreement for any reason whatsoever.**

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**Recipient**

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**Partner, if any**

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**Date**

#### **4. SPECIMEN STORAGE**

Upon approval of the Specimens for Storage after post-thaw evaluation, PC may collect additional Specimens for exclusive use by Recipient, which will also be stored at the PC's facility in accordance with its customary practices and in accordance with all applicable provisions of the laws of the State of New York. The PC may, from time to time and in its sole discretion, perform additional periodical testing on stored Specimens which would reduce the amount of Specimen stored. PC will again perform a post-thaw evaluation of the Specimens and will determine in its sole and absolute discretion whether the Specimens are suitable for storage or whether as a result of such analysis or any other testing or physician evaluation the Specimens are unsuitable for freezing or storage. In the event of a negative determination by PC, the PC will give the Client(s) 30-days' written notice, which will have the effect of mutually terminating this Agreement at the end of the notice period. At that time the PC shall destroy the specimens.

#### **5. STORAGE FEES**

Client(s) agree(s) to pay PC compensation for its storage of Specimens ("Storage Fee") in an amount equal to the PC's then-current rate per Storage Period (as defined below), payable in advance, in addition to the Evaluation Fee required pursuant to Section 1 hereof. This Storage Fee is for a maximum of 10 (ten) vials. Additional stored vials are charged on a per vial basis. All Storage Fees are non-refundable. Fees for subsequent storage periods are due 30 days in advance of the expiration of the then current contract. PC may increase the Storage Fee for subsequent Storage Periods to an amount equal to PC's then current Storage Fee for other clients, upon written notice to Client(s) prior to the expiration of the current Storage Period. Client(s) agree(s) that applicable clinical laboratory charges for blood analysis or other tests are separate

and will be billed to and paid by Client(s) directly to the reference laboratory and PC will bear no cost or expense in relation to such charges and the costs of such testing. In no event shall Donor be billed or responsible for any fees payable under this Agreement.

## 6. RELEASE OF SEMEN

Subject to any instructions provided by Donor in his consent, PC shall release the Specimens only to Recipient or to others as specified in the Authorization to Release Specimens, in the form attached hereto as Exhibit A (“Authorization”) (which must be signed by both Recipient and Partner, if any) or as provided in Section 11. PC shall release the Specimens to such authorized person, upon thirty (30) days’ prior written notice and receipt by PC of the Authorization, duly executed by each of Recipient and Partner, if any. Client(s) shall pay a retrieval fee at the then current rates for retrieval, for each retrieval of Frozen Specimens, in addition to any costs involved in shipping of Specimens, which will be determined by the then-current shipping costs. In addition, Client(s) may be required to provide a security deposit as well as a daily usage fee for the specialized transport container as described in Exhibit A.

**Recipient and Partner, if any, acknowledge that any and all financial obligations owed to the PC are the joint and several obligation of each of them, and in the event of collection proceedings, PC may proceed against either or both of them in the PC’s sole discretion. Recipient and Partner, if any, also acknowledge that all such financial obligations need to be satisfied prior to release of Specimens by the PC and that the PC is not obligated to release Specimens until this satisfaction occurs. In no event will the Donor be responsible for any such financial obligations. Except as set forth in Section 1(e), the Donor shall not receive notices or communications from the PC.**

\_\_\_\_\_ (Recipient Initial)

\_\_\_\_\_ (Partner (if any) Initial)

## 7. TERM AND TERMINATION

This Agreement shall commence on the date hereof and shall continue for a period of **twelve (12) months** (“Storage Period”) following the first deposit of a Specimen into storage, subject to earlier termination as hereinafter provided. Thereafter, this Agreement may be automatically renewed for successive Storage Periods, unless, at least thirty (30) days prior to the commencement of the next Storage Period, either Party provides written notice (the Client(s) must have her/their notice to the PC notarized) to the other of its intent not to renew this Agreement or to change the term of subsequent Storage Periods.

This Agreement shall terminate upon the happening of any one of the following events (“Terminating Event”): (a) release of all Specimens in accordance with the terms of Section 4 hereof; (b) written direction of both Recipient and Partner, if any, to PC authorizing destruction of all Specimens; (c) failure of Client(s) to pay fee when due; or (d) either Party delivers thirty (30) days written notice to the other terminating this Agreement.

Upon the occurrence of any Terminating Event, all obligations of PC for testing and storage of Donor’s Specimens, except with respect to obligations contained in Section 12, shall cease and Client(s) shall make arrangements for release, use or other disposition of the Specimens within five (5) days.

Notwithstanding any provision to the contrary in this Agreement, including, without limitation, this Section 7, if Client(s) fail to pay a Storage Fee due hereunder and such fee has not been paid for thirty (30) days from the date due, the PC may destroy such Specimen without any notice to either Client. Upon such destruction, this Agreement shall be deemed terminated.

\_\_\_\_\_ (Recipient Initial)

\_\_\_\_\_ (Partner (if any) Initial)

**8. LIQUIDATED DAMAGES**

It is acknowledged and agreed that there are substantial risks of loss, damage or destruction of the Specimens delivered by the Donor to PC and that in the event of such loss, damage or destruction it would be impractical or extremely difficult to determine the nature and extent of the damage which the Client(s) may claim to sustain as a result of any alleged breach of contract, negligence, or any other cause attributable to PC. Accordingly, the parties agree that in the event of any such loss, damage or destruction of the Specimens, for any reason whatsoever, after delivery thereof to the PC, a reasonable liquidated damage for PC to pay in response to any such claim of liability by Client(s) or either of them is a sum equal to the storage fee payable by the Client(s), to PC for the storage of Specimens for the period in which such loss, damage or destruction occurred, and Clients' recovery is therefore limited to a damage award in said amount. Where there is a Partner, amounts paid hereunder to one Client shall be deemed to be payment in full to both Clients.



have notified PC in writing, within the aforementioned twenty (20) day period, of their election to undertake such defense or settlement and confirmed in writing their obligation to indemnify PC for the liability asserted in such claim. Client(s) shall obtain the written consent of PC, which shall not be unreasonably withheld, prior to ceasing to defend, settling or otherwise disposing of such claim if, as a result thereof, PC would become subject to injunctive or other equitable relief or the business of PC would be materially adversely affected in any manner. So long as the Client(s) are reasonably contesting any such claim in good faith, PC shall fully cooperate with Client(s) in the defense of such claim as reasonably required by Client(s). PC shall not pay or settle any such claim without the consent of Client(s), which consent shall not be unreasonably withheld. If Client(s) do not give PC the timely written notice of the undertaking referred to in clause (ii) above, PC shall thereafter have the right to contest, settle, or compromise the claim at its exclusive discretion, at the risk and expense of Client, or, where there is a Partner, each Client, jointly and severally.

## 10. NOTICES

Any notice required or permitted to be provided to a Party hereunder shall be in writing and shall be effective as of the date personally delivered or sent by electronic facsimile or three (3) days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the Party at the address set forth beneath such Party's signature hereto or at such other address as a Party may hereafter request in writing be used for that purpose. Each Client acknowledges that it is each such Client's obligation to provide a correct mailing address for each Client at all times during the term hereof.

## 11. DISPOSITION OF SPECIMENS

**(a) In the event of the death of Recipient or Partner (if any), Client(s) hereby instruct PC to (Client(s) to indicate her/their choice by checking and initialing one of the following):**

**I Destroy Specimens. Please Initial: \_\_\_\_\_(Recipient) \_\_\_\_\_ (Partner (if any))**

**-or-**

**II In accordance with the written instruction of the surviving Client, either release Specimens to the surviving Client or destroy Specimens.**

**Please Initial: \_\_\_\_\_(Recipient) \_\_\_\_\_ (Partner (if any))**

**(b) In the event of the death of both Recipient and Partner (if any), the Specimens will be:**

**ι Destroyed. Please Initial: \_\_\_\_\_(Recipient) \_\_\_\_\_ (Partner (if any))**

**-or-**

**ιι Pursuant to the instructions of the Donor, either release the Specimens to the Donor or destroy Specimens. Please Initial: \_\_\_\_\_(Recipient) \_\_\_\_\_ (Partner (if any))**

(c) In the event Recipient and Partner, if legally married, 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,) Clients hereby instruct PC to (Clients to indicate their choice by checking and initialing one of the following):

**I Dispose of Specimens.**

Please Initial: \_\_\_\_\_ (Recipient)                      \_\_\_\_\_ (Partner (if any))

-or-

**II Release Specimens to Recipient.**

Please Initial: \_\_\_\_\_ (Recipient)                      \_\_\_\_\_ (Partner (if any))

-or-

**III Release Specimens to Partner.**

Please Initial: \_\_\_\_\_ (Recipient)                      \_\_\_\_\_ (Partner (if any))

Notwithstanding the foregoing, the Client(s) understand and agree that, in the event of any inconsistency between the instructions of the Client(s) set forth above and the instructions of the Donor set forth in his “Consent to Act as a Directed Donor of Semen,” the instructions of the Donor shall control. In turn, the instructions contained in this Section 11, if consistent with the instructions of the Donor, shall control concerning the disposition of the Specimens upon the occurrence of any of the foregoing events, notwithstanding anything to the contrary set forth in any other provision of this Agreement, including, without limitation, the Authorization to Release Specimens, attached as Exhibit A.

I/We have read and understood the language and intent of the foregoing paragraph. I/We understand that, upon my/our request, the instructions of the Donor set forth in his “Consent to Act as a Directed Donor of Semen shall be made available to me/us, and I/we may have the opportunity to modify our instructions as set forth above to be consistent with the Donor’s instructions.

Please Initial: \_\_\_\_\_ (Recipient)                      \_\_\_\_\_ (Partner (if any))

## 12.

## RECORDS

PC shall maintain complete and accurate records of Specimens released for artificial insemination or other assisted reproductive procedures in a manner and for such time periods in accordance with applicable law and such records shall be open to inspection by the New York State Department of Health.

## 13. MISCELLANEOUS PROVISIONS

13.1 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties concerning the subject matter hereof and there are no understandings, agreements, or representations other than as herein set forth. This Agreement shall be binding upon the Parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors and assigns, shareholders, directors, officers and employees.

13.2 GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New York.

13.3 SEVERABILITY. If any provision of the Agreement is determined to be unenforceable, the remaining provisions hereof shall nevertheless be fully enforceable in accordance with their terms.

13.4 ASSIGNMENT. No assignment by Client(s) of this Agreement or the rights and obligations hereunder shall be valid. This Agreement may be assigned by PC to any successor entity of PC or purchaser of PC's assets, upon prior written notice of assignment to Client(s).

13.5 OTHER DOCUMENTS. The Parties agree to execute and deliver such other documents and perform such further acts as shall be reasonably necessary to carry out and effectuate the purposes of this Agreement.

13.6 WAIVER. The waiver by any Party of any default, misrepresentation or breach of any provision of this Agreement shall not be deemed to extend to any prior or subsequent default, misrepresentation or breach of such provision or any other provision of this Agreement.

13.7 ATTORNEY'S FEES. In the event the P.C. commences litigation at law or in equity to enforce the terms of this Agreement, it shall be entitled to all expenses incurred, including but not limited to, reasonable attorneys' fees and court costs. This provision shall survive termination of this Agreement.

## 14. PHYSICIAN CERTIFICATION

**I hereby certify that I have explained the nature, purpose, benefits, risks of and alternatives to the Specimen testing and storage program, have offered to answer any questions and have fully answered all such questions. I believe that Recipient and Partner, if any, fully understand what I have explained and answered. I have also provided the Client(s) with a copy of this agreement.**

\_\_\_\_\_ (Physician Initial)

## 15. INFORMED CONSENT

Client, or, where there is a Partner, each Client, hereby acknowledges that Dr. Bruce Gilbert, or his designee, has explained the procedures for donor testing, collection, storage and retrieval of the Specimens and the risks and benefits inherent in such procedures, as well as the payment terms thereof and (each) Client hereby (i) agrees to participate in the PC's donor testing and Specimen testing and storage program, (ii) consents to the performance by the PC, its employees, agents and independent contractors, of any and all procedures required for the program and (iii) agrees to use the cryopreserved Specimens only for use with his/her spouse executing this Agreement (if any), except as specified in Section 11. Client, or, where there is a Partner, each Client, understands that, despite the genetic and infectious disease marker testing which will be performed, no guarantees can be made as to the quality and/or genetic integrity of the post thaw specimen or ability of the cryopreserved Specimen to be used in any procedure. Client, or, where there is a Partner, each Client, acknowledges that the Donor has the right to withdraw his consent to donation up to and until such time that Recipient has begun an assisted reproduction cycle in reliance upon the availability of semen from the Donor. Client, or, where there is a Partner, each Client, also acknowledges that medicine is not an exact science and that there are always risks and dangers to life and health associated generally with the use of solutions involved in cryopreservation and that there is no guarantee that the post thaw Specimens will be suitable for insemination or other assisted reproductive technology. Client, or, where there is a Partner, each Client, also understands that although the solutions used by the PC for sperm cryopreservation and processing are commonly used for such purposes in gamete storage facilities, such solutions may not be approved by the Federal Drug Administration for this purpose. Client, or, where there is a Partner, each Client, acknowledges that he has read and understands this Agreement and has been given an opportunity to ask Dr. Gilbert questions about the Specimen testing and storage program, and that all questions have been answered fully and satisfactorily.

Please Initial: \_\_\_\_\_ (Recipient)                      \_\_\_\_\_ (Partner (if any))

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**BRUCE R. GILBERT, M.D., PH.D.     FOR**  
**BRUCE R. GILBERT, M.D., PH.D., P.C.**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:**    900 Northern Blvd, Suite 230, Great Neck, New York 11021

**Recipient Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Partner (if any) Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**EXHIBIT A**  
**AUTHORIZATION FOR RELEASE OF SPECIMENS**

I/We hereby authorize Bruce R. Gilbert, M.D., Ph.D., P.C. (the "PC") to release the semen specimens deposited by my/our directed donor for freezing and storage at the PC (the "Specimens") as follows (must be consistent with directed Donor's "Consent to Serve as a Directed Donor of Semen"):

**Please Initial:**

\_\_ (Recipient) \_\_ (Partner (if any))     Release Specimens to \_\_\_\_\_.  
(Insert Recipient or Partner (if any) Name)

\_\_ (Recipient) \_\_ (Partner (if any))     Release Specimens to the Recipient for artificial insemination or other assisted reproductive technology.

\_\_ (Recipient) \_\_ (Partner (if any))     Release Specimens to \_\_\_\_\_ (the physician chosen to perform or supervise insemination of Recipient).

\_\_ (Recipient) \_\_ (Partner (if any))     Other (Please specify: \_\_\_\_\_)  
Freezing Date(s) \_\_\_\_\_    Number of vials to be released \_\_\_\_\_  
Vials to be released \_\_\_\_\_

I/We hereby acknowledge that Specimens shall only be released for insemination or other assisted reproductive technology as follows:

(i) thawed and processed for insemination within one (1) hour of release; or (ii) transported in liquid nitrogen or vapor, until thawed and processed for insemination or other assisted reproductive technology. If Specimens are released as described in (ii), the party authorized to receive Specimens shall pay to PC a deposit in the amount of \$900 as security for the specialized transport container and \$50.00 per day for use of this specialized transport container. The deposit of \$900 shall be fully refundable upon return of such container in the condition in which it was provided for transport.

**I/We hereby represent to the PC that our sole reason for requesting a release of the Specimen is for use in insemination or other assisted reproductive technology of Recipient.**

In recognition of the risks to the Specimens after release by the PC, each of Recipient and Partner, if any, hereby release PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive, all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the loss, damage or destruction of the Specimens during transport or thereafter. Each of Recipient and Partner, if any, understand that any and all financial obligations (including costs of shipping) need to be satisfied prior to release of Specimens by the PC.

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Recipient Printed Name

\_\_\_\_\_  
Partner (if any) Signature

\_\_\_\_\_  
Partner Printed Name

\_\_\_\_\_  
Date

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

Acknowledged:  
BRUCE R. GILBERT, M.D., PH.D., P.C.

By: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT B**  
**ACKNOWLEDGMENT OF SPECIMEN RELEASE**

**Specimen Identification:**

Patient Name: \_\_\_\_\_

Patient Number: \_\_\_\_\_

Patient social security number: \_\_\_\_\_

Date(s) of Freezing \_\_\_\_\_

Number of vials released \_\_\_\_\_

Vials to be released \_\_\_\_\_

Semen released to \_\_\_\_\_  
Authorized Individual (as delineated in EXHIBIT A)

on \_\_\_\_\_  
Date

at \_\_\_\_\_  
Time

**I hereby acknowledge that I am authorized to receive the specimens described above and have confirmed the labeling on the vials as being identical to the Specimen Identification written above. I also acknowledge that the specimen must be further evaluated, processed and inseminated by a licensed physician.**

The Specimens were released as follows:

Please Initial: ( ): Thawed and processed for insemination within one (1) hour of release

Please Initial: ( ): Transported in liquid nitrogen or vapor, until thawed and processed for insemination and that a deposit in the amount of \$900 as security for the specialized transport container as well as a \$50 per day charge for use of the transport container (deposit shall be fully refundable upon return of such container in the condition in which it was provided for transport).

CP30 internal Temperature \_\_\_\_\_°C.

In recognition of the risks to the Specimens after release by the PC, I hereby release PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive, all actions, causes of action, obligations, costs, expenses, attorneys fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the loss, damage or destruction of the Specimens during transport or thereafter.

\_\_\_\_\_  
Authorized Individual  
Name

\_\_\_\_\_  
Authorized Individual printed

Acknowledged:  
BRUCE R. GILBERT, M.D., PH.D., P.C.

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

**EXHIBIT C**

**INFORMED CONSENT FOR WAIVER OF QUARANTINE PERIOD  
PRIOR TO RELEASE OF SPECIMEN**

1. **ACKNOWLEDGMENT OF RISK.** I/We hereby acknowledge that the blood of my/our directed donor, who has deposited semen specimens (the “Specimens”) for freezing and storage at Bruce R. Gilbert, M.D., Ph.D., P.C. (the “P.C.”) for the use in insemination or other assisted reproductive technology of the recipient (“Recipient”), has initially tested negative for antibodies to hepatitis B virus (HBV), hepatitis C virus (HCV) and the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)).

I/We hereby also acknowledge that it is recommended (and the law usually requires) that (i) all donated semen be frozen and quarantined for six months, and (ii) that after such time and prior to release of the semen for artificial insemination or assisted reproductive procedure, the directed donor’s blood be retested for antibodies to hepatitis B virus (HBV), hepatitis C virus (HCV) and the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)). I/We also acknowledge that, in the case of a directed donor (as is the case with me/us) the law permits the recipient to waive the quarantine period in writing after being advised of the risks involved in doing so.

I/We hereby acknowledge that we have been advised by the director of the P.C. or his/her designee, and (if applicable) the physician performing the insemination or assisted reproductive procedure of the risks involved in waiving the quarantine period, and I/We acknowledge(s) that there is a risk of transmission of infectious diseases including but not limited to hepatitis B virus (HBV), hepatitis C virus (HCV) or the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)) to the Recipient and any offspring. If we have also been counseled by the physician performing the insemination or assisted reproductive procedure of such risks, I/We agree to provide the P.C. with written confirmation of such counseling in a form satisfactory to the P.C. upon request.

2. REQUEST FOR WAIVER AND SERVICES. Notwithstanding such risks, I/We hereby waive the quarantine period and hereby request and authorize the PC to release the Specimens pursuant to the instructions set forth in the **“AUTHORIZATION FOR RELEASE OF SPECIMENS”** executed as of the date hereof.
3. NO GUARANTEES. I/We acknowledge that no guarantees or assurances have been made to me/either of us concerning the risk or likelihood of transmission of hepatitis B virus (HBV), hepatitis C virus (HCV) or the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)) or any other infectious disease to Recipient or offspring through the use of Specimens for the insemination of, or the use of other assisted reproductive technology for, the Recipient.
4. **RELEASE; INDEMNIFICATION.** I/We have been advised and understand that there is a risk of transmission of infectious diseases including but not limited to HBV, HCV or the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)) to the Recipient and/or any offspring if the Specimens are used for insemination of, or the use of other assisted reproductive technology for, the Recipient. Nonetheless, I/we request and authorize the PC to waive the quarantine period and to release the Specimens for this purpose. In consideration of the foregoing, I/each of us, for myself/ourselves and for my/each of our heirs, spouses, executors, administrators, agents, representatives, successors and assigns, hereby release and forever discharge the PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive all, actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the transmission to any person, including without limitation, the Recipient and any offspring, of HBV, HCV or the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)) or any other infectious disease arising from the use of the Specimens. It is our intention that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of the Storage Agreement for any reason whatsoever.

**This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by either of us at any time in the future.**

5. INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS. I/We agree to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys’ fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or

relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens, including the transmission of HBV, HCV or the HIV virus (the virus that causes AIDS (Acquired Immunodeficiency Syndrome)) or any other infectious disease to any person, including without limitation, the Recipient and any offspring.

6. UNDERSTANDING OF THIS FORM. I/We acknowledge that I/we have read this document in its entirety and that we fully understand it and that all blank spaces have been either completed or crossed off prior to my signing. I/We acknowledge that I/we have been given an opportunity to ask Dr. Gilbert questions about waiving the quarantine period and that all my/our questions have been answered fully and satisfactorily.

Recipient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recipient Name (Print): \_\_\_\_\_

Partner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If applicable)

Partner Name (Print): \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public