



**AGREEMENT FOR CONTINUED STORAGE OF  
CRYOPRESERVED EMBRYOS**

FOR INPATIENTS: AFFIX PATIENT LABEL OR  
WRITE IN BOTH PATIENT NAME & MR NUMBER

FOR OUTPATIENTS: WRITE IN BOTH PT NAME & DOB

PATIENT NAME: \_\_\_\_\_

DOB OR MR #: \_\_\_\_\_

MR-844 (2-2018)

I, \_\_\_\_\_ and \_\_\_\_\_ having previously  
(Patient's name) (Partner's name, if applicable\*)  
consented to the cryopreservation (freezing) of embryos (eggs fertilized by sperm), now enter into  
this *Agreement for the Continued Storage of Cryopreserved Embryos* ("Agreement") with  
Women & Infants Hospital of Rhode Island (WIH) pursuant to the terms detailed below.  
[\*All references to "Partner" in this Agreement are when "if applicable," (i.e. Patient and Partner are married  
and/or Partner has an ownership claim to the embryos which are the subject of this Agreement.)]

**TERMS**

1. **Duration of Cryopreservation**

All embryos that are cryopreserved pursuant to this Agreement may be frozen and stored with  
WIH until, at maximum, the date of the Patient's 55<sup>th</sup> birthday, \_\_\_/\_\_\_/\_\_\_.

2. **Financial Terms**

There is no charge for the first year of storage of the cryopreserved embryos. At the end of the  
first year, continued storage is subject to an annual storage fee. Insurance may not cover this cost  
and, if continued storage is desired, Patient and Partner are responsible for the storage fee.  
Payment is due within 60 days of billing. In the event of nonpayment, after reasonable  
notification of such nonpayment mailed via certified mail to the last known address for Patient  
and Partner, as provided to WIH by Patient and Partner, WIH reserves the right to discontinue  
storage and discard the embryos.

If WIH ceases to exist, Patient and Partner will be sent written notice so that arrangements can be  
made to have the embryos discarded or transported to another center for continued storage. If  
upon receipt of such notice Patient and Partner fail to make appropriate, timely arrangements for  
the discarding or transport of embryos (i.e. within 6 months of receipt of such notice), WIH  
reserves the right to discontinue storage and discard the embryos.

3. **Change of Address or Status**

Patient and Partner understand that it is their responsibility to notify WIH promptly in writing of  
any change in 1) address, 2) telephone number, 3) marital status, or 4) death of either Patient or  
Partner, and to notify WIH in writing if they become aware of any information that WIH should  
have in order to discharge its obligations under this Agreement. Patient and Partner also  
understand that their embryos will be considered to be abandoned if (i) they have not paid in  
accordance with the Financial Terms above, or (ii) the maximum storage period is approaching  
and, despite diligent efforts including certified mail, WIH is unable to contact them at their last  
known address. If Patient and Partner's embryos are considered to be abandoned, WIH reserves  
the right to remove the embryos from storage and discard them.

In the event of LEGAL SEPARATION or DIVORCE, the ownership and/or other rights to the  
cryopreserved embryos(s) will be as directed by a valid court order or court approved agreement  
provided to WIH by Patient and/or Partner. Until receipt of such order or agreement, both Patient  
and Partner shall remain equally responsible for any costs or fees associated with the continued  
storage of embryos.

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4. **Decision Relating to Disposition of Frozen Embryos**

The parties agree that the frozen embryos are subject to Patient's and Partner's joint disposition, except as otherwise provided in this Agreement (for example, embryos may be discarded by WIH as a result of nonpayment or failure to provide updated contact information). The parties further understand and agree that all decisions about the disposition of the frozen embryos must be joint decisions by Patient and Partner, except where such disposition may be affected by applicable laws or by any court with jurisdiction over them.

Patient and Partner can, together and by mutual agreement, change any of these decisions at any time before action has been taken in reliance on such decisions, by contacting WIH and signing a new or modified agreement or an amendment to this Agreement, specifying their decisions.

Patient and Partner further understand that certain uses or dispositions of embryos may also require approval by WIH. WIH is not obligated to proceed with any attempted transfer to the Patient of any embryos if the IVF Program determines that the risks associated with doing so may outweigh the potential benefits. WIH also retains the right to terminate this Agreement upon written notice for other reasons that it considers appropriate. In any circumstances of termination of this Agreement where embryos that have been cryopreserved remain in storage, Patient and Partner will be contacted and all reasonable efforts will be made to arrange for disposition of such embryos in accordance with Patient's and Partner's desires at such time.

**PATIENT AND PARTNER HEREBY MAKE THE FOLLOWING DECISION REGARDING THE FINAL DISPOSITION OF FROZEN EMBRYOS THAT ARE STORED IN ACCORDANCE WITH THIS AGREEMENT AND NOT USED FOR A LATER PREGNANCY:**

**At the time of Patient's 55<sup>th</sup> Birthday, WIH is directed to dispose of the embryos as indicated below:**

(Choose **one** by initialing the corresponding spaces.)

- |    |                    |                                       |    |  |
|----|--------------------|---------------------------------------|----|--|
| A. | _____              | _____                                 | A. | <b>Transport:</b> I/We will arrange for transport of remaining embryos to another facility for storage or possible donation to another person. |
|    | Patient's Initials | Partner's Initials<br>(if applicable) |    |  |
| B. | _____              | _____                                 | B. | <b>Discard:</b> Embryos are thawed and discarded.  |
|    | Patient's Initials | Partner's Initials<br>(if applicable) |    |  |



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The signing of this Agreement by the **Patient** MUST be witnessed by a member of the Women and Infants Fertility Center (WIFC) clinical staff. The signing of this Agreement by the **Partner** (if applicable) may be witnessed by a member of the WIFC staff or signed in front of a duly licensed Notary.

\_\_\_\_\_  
Signature of Patient

\_\_\_\_\_  
Signature of Partner (*if applicable*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of WIH Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to the notary or proved to the notary through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he or she signed it voluntarily for its stated purpose.

\_\_\_\_\_