

**UNIVERSITY OF UTAH SCHOOL OF MEDICINE
ANDROLOGY DEPARTMENT
SEMEN STORAGE AGREEMENT**

The purpose of the document is to act as an agreement to store semen for the purpose of short and/or long term storage in liquid nitrogen. This Agreement is made and entered into at the time and place hereinafter stated, by and between the University of Utah School of Medicine, Division of Urology, Salt Lake City, Utah, hereinafter sometimes referred to as "The University" and _____, whose address is hereafter given and who is sometimes referred to as the "Client Depositor".

AGREEMENT

1. The Client Depositor has consulted with a doctor and it has been determined that the he may be an appropriate candidate to have his semen collected, evaluated, frozen and stored for future use of my spouse or intimate partner only, as hereinafter set forth. Semen is desired by the Client Depositor for one or more of the following reasons:
 - A. Prior to vasectomy;
 - B. Prior to irradiation and/or chemotherapy;
 - C. Prior to exposure to potentially toxic medications;
 - D. Prior to exposure to potentially toxic environmental conditions;
 - E. Prior to travel or extended absence of the Client Depositor;
 - F. Prior to artificial insemination;
 - G. Prior to shipment of the semen to another location;
 - H. Or other reasons deemed appropriate by my Doctor.
2. I hereby request that the University of Utah store my semen by cryopreservation (storage in liquid nitrogen).
3. I (the Client Depositor) understand and agree to the follow conditions:
 - A. **I understand FDA regulations restrict and regulate the use of my semen sample to anyone other than my spouse or intimate partner. I understand this facility does not participate in freezing samples for directed donation, nor does the University of Utah Andrology department screen and test for donor eligibility and/or suitability.**
 - B. To have a current semen analysis of my semen by the University of Utah Andrology laboratory to determine if my semen quality is sufficient to consider preservation by freezing. A written report will be sent to the Client Depositor or his Doctor evaluating the quality of the semen. I understand that it is impossible to determine with absolute certainty if my semen will freeze and thaw well enough to contribute to a future pregnancy. If it is determined that sperm quality is altered enough to make the technique of freezing and thawing unlikely to result in live sperm upon future thawing, the Client Depositor will be discouraged from cryopreserving sperm. If the Client Depositor still chooses to preserve the sperm then his desires will be followed by the University even though the Client Depositor understands the technique of cryopreservation is unlikely to result in viable sperm.

- C. Sperm will be frozen in small plastic vials. Usually 1-10 vials can be frozen from one semen sample. It is suggested that at least **12** vials be frozen for long term storage. The Client Depositor understands that the use of frozen-thawed sperm results in a much lower chance of pregnancy compared to fresh sperm. The Client Depositor understands that it is impossible to determine if a given individual's semen will be able to result in a pregnancy even under ideal conditions. The more vials that are stored, the higher the chance that the semen will be able to eventually result in a pregnancy if all conditions are ideal, however, no quantity of cryopreserved semen can assure a pregnancy.
- D. *The storage of any semen samples for short term storage shall be for a 60 day period only. If storage exceeds sixty days, the University will automatically place the vials in long term storage and the client depositor will be billed accordingly.*
- E. The storage of any semen samples from the Client Depositor shall be for a six-month period. At the end of the six month period the agreement shall be automatically renewed for additional six month periods, assuming all of the obligations have been met as contained herein, and until terminated pursuant to the provisions of this agreement.
- F. The Client Depositor agrees to pay all costs associated with semen analyses, freezing, test-thaws and storage of his semen. These charges will be billed in advance for the upcoming six-month period. In the event that the agreement is automatically renewed the Client Depositor agrees to pay in advance the storage fee for each sample held in frozen storage by the University.
- G. The Client Depositor understands that the University has the right to increase any of the fees associated with sperm freezing and storage without prior notice
- H. Any charge for storage shall be paid within thirty (30) days of the date of billing, otherwise such charges shall be deemed delinquent.
- I. The University shall release the vial(s) of Client Depositor's frozen semen only upon written notice by the Client Depositor and only to a licensed medical doctor or authorized agent during the lifetime of the Client Depositor and upon compliance with reasonable procedures and policies which the University may from time to time establish, including payment of a shipping and/or transfer fee.
- J. This agreement shall terminate, and the University's responsibility for storage shall cease, upon the occurrence of one or more of the following events:
- (a) Release of all the semen samples according to the terms of this agreement and payment of the applicable transfer fee;
 - (b) Written direction by the Client Depositor to the University authorizing destruction of all semen samples retained in storage;
 - (c) The Client Depositor's death with consent (listed in item I);
 - (d) Failure of the Client Depositor to pay storage charges within the time provided in paragraph 3(F);
 - (e) Upon thirty (30) days written notification by the University to the Client Depositor of the University's intention to discontinue storage operations.

- K. In the event of the death of the Client Depositor, the Client Depositor would like his vials of semen (*initial one of the items below*):
- a. Destroyed _____.
 - b. Maintained in storage for future donation to _____ (*fill in name and relationship*) who will assume all of the obligations and terms described in this contract _____.
- L. In the event of termination of the agreement, for any of the reasons above, the University will destroy the vial(s) of semen held in storage.
- M. The Client Depositor acknowledges that he understands that there is an inherent risk in the process of collecting, freezing, storage and thawing of semen which may render it ineffective for insemination and Client Depositor agrees to assume this risk.
- N. It is agreed that in the event of loss, damage or destruction of any sample of Client Depositor's semen for any reason whatsoever, that any damage which may result to the Client Depositor or any third party is speculative and impossible to determine. Accordingly, in the event of loss, damage or destruction during the process of collecting, freezing, storage, thawing, transferring or other procedures, the Client Depositor will accept and the University will pay as liquidated damages an amount equal to the storage charges which have been paid for the year in which the loss, damage or destruction occurs, plus the sum of \$100.00.
- O. Client Depositor covenants and agrees, without a reservation of rights, in law or equity, to indemnify, hold harmless and release the University and its employees and agents, including but without limitation, the doctor, those persons who collect, examine, evaluate, collect, store, preserve, transfer or manipulate the semen samples from any and all liability or obligation of any kind or manner, including attorney's fees, connected with said procedures or related thereto, and any other adverse consequences of any kind that may arise to be connected directly or indirectly to, or in any manner with, the offspring resulting from the artificial insemination utilizing said semen samples and/or procedures connected therewith, except to the extent and under the circumstances set forth in the next preceding paragraph.
- P. Any notices provided hereunder shall be sent to the address as set forth below, and it shall be the responsibility of the Client Depositor to provide his current address to the University, if different from that as stated below and any notice, correspondence or billing directed to that address shall be presumed to have been received in the regular course of mail by the Client Depositor.
- Q. Either party may terminate this agreement upon thirty (30) days written notice to the other, any provision to the contrary notwithstanding. In the event such a termination notice to the Client Depositor is given by the University, any unused portion of the storage charges for the then current six month period, shall be returned to Client Depositor and the Client Depositor shall have the responsibility, following payment of applicable transfer fees, to arrange the transfer, use or disposition of the vial(s) of semen then in the possession of the University. In the event the Client Depositor terminates this agreement written notice must be received and acknowledged by the University.

- R. The Client Depositor acknowledges that the University of Utah, the University School of Medicine, the Division of Urology, and all officers and employees, including my doctor, are subject to the provisions of the Utah Government Immunity Act, Section 63-30-1, et seq., U.C.A., 1953 as amended, which Act controls all procedures and limitations with respect to claims of liability.
- S. This agreement shall be binding upon the administrators, heirs and successors of the parties.
- T. This instrument and all issues arising incident thereto shall be controlled by and construed in accordance with the laws of the State of Utah, and jurisdiction and venue shall be exclusively vested in the Third Judicial District Court in and for said State.
- U. This agreement represents the entire agreement between parties and there are no understandings, agreements, or representations other than as set forth herein. The printed portion of this contract is the contract between the Client Depositor and the University. Crossouts, written additions, notes or otherwise do not alter or become part of this contract. Written date and signatures do become part of this contract.

As part of this agreement, I, the client depositor, recognize I have been informed about the collection, storage, retrieval, dispensing of semen and costs associated with cryopreservation, storage and distribution. I have also been given the opportunity to ask questions regarding the above information and recognize that I may ask questions at any time. This information was presented to me in English in terms which I understand. I sign this consent of my own free will.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 20____, in Salt Lake City, Utah.

CLIENT DEPOSITOR (signature)

CLIENT DEPOSITOR (please print)

CLIENT DEPOSITOR'S WIFE (signature)

ADDRESS

THE UNIVERSITY OF UTAH,
ANDROLOGY DEPARTMENT

CITY, STATE, ZIP CODE

By _____

TELEPHONE NUMBER