

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

The purpose of the document is to act as an agreement to store donor 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, Andrology Department, 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 "Semen Donor Recipient".

AGREEMENT

1. The Semen Donor Recipient has consulted with a doctor and it has been determined that therapeutic donor insemination may be an appropriate for said individual. The purchase and storage of donor semen is desired by the Semen Donor Recipient for one or more of the following reasons:
 - A. Due to vasectomy;
 - B. Due to irradiation and/or chemotherapy;
 - C. Due to exposure to potentially toxic medications or environmental conditions;
 - D. Due to artificial insemination;
 - E. other reasons deemed appropriate by my Doctor.
2. I hereby request that the University of Utah store my donor semen in liquid nitrogen.
3. I (the Semen Donor Recipient) understand and agree to the follow conditions:
 - A. To release the University of Utah Andrology Department, including all officers and employees, from any responsibility regarding quality issues of the sample or problems resulting from the semen sample thawing poorly and understands that reimbursement is not available for poor quality samples.
 - B. **Semen Donor Recipient acknowledges that the University does not purchase semen samples back from the Semen Donor Recipient.**
 - C. The storage of any semen samples from the Semen Donor Recipient 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.
 - D. The Semen Donor Recipient agrees to pay all costs associated with storage and preparation of the donor semen. These charges will be billed in advance for the upcoming six-month period. In the event that the agreement is automatically renewed, the Semen Donor Recipient agrees to pay in advance the storage fee for each sample held in frozen storage by the University.
 - E. The Semen Donor Recipient understands that the storage fees for each six-month period are non-refundable if the sample is used, transferred or destroyed within the six month period
 - F. The Semen Donor Recipient understands that the University has the right to increase any of the fees associated with sperm freezing and storage without prior notice to the Semen Donor Recipient.
 - G. Any charge for storage shall be paid within thirty (30) days of the date of billing, otherwise such charges shall be deemed delinquent.
 - H. **DUE TO FDA REGULATIONS AND OTHER UNIVERISTY POLICIES, I, THE SEMEN DONOR RECIPIENT, UNDERSTAND THE VIALS OF SEMEN MUST BE INSEMINATED AT THE UNIVERSITY OF UTAH CENTER FOR REPRODUCTIVE MEDICINE AND CAN NOT BE RELEASED TO ANY OUTSIDE PHYSICIAN OR FACILITY.**
 - I. This agreement shall terminate, and the University's responsibility for storage may 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 Semen Donor Recipient to the University authorizing destruction of all semen samples retained in storage;
 - (c) The Semen Donor Recipient's death with consent (listed in item J);
 - (d) Failure of the Semen Donor Recipient to pay storage charges within the time provided in paragraph (3G);
 - (e) Upon thirty (30) days written notification by the University to the Semen Donor Recipient of the University's intention to discontinue storage operations.
- J. In the event of the death of the Semen Donor Recipient, the Semen Donor Recipient would like the vials of donor 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 _____.
- K. 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.
- L. The Semen Donor Recipient 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 Semen Donor Recipient agrees to assume this risk.
- M. It is agreed that in the event of loss, damage or destruction of any sample of Semen Donor Recipient's donor semen for any reason whatsoever, that any damage which may result to the Semen Donor Recipient 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 Semen Donor Recipient 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.
- N. Semen Donor Recipient 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 donor 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 donor semen samples and/or procedures connected therewith, except to the extent and under the circumstances set forth in the next preceding paragraph.
- O. Any notices provided hereunder shall be sent to the address as set forth below, and it shall be the responsibility of the Semen Donor Recipient to provide a 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 Semen Donor Recipient.
- P. 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 Semen Donor Recipient is given by the University, any unused portion of the storage charges for the then current six month period, shall be returned to Semen Donor Recipient. In the event the Semen Donor Recipient terminates this agreement written notice must be signed, notarized, received and acknowledged by the University.
- Q. The Semen Donor Recipient acknowledges that the University of Utah, the University School of Medicine, the Andrology Department, and all officers and employees, including the 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.

- R. This agreement shall be binding upon the administrators, heirs and successors of the parties.
- S. 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.
- T. 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 Semen Donor Recipient 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.
- U. **If the content of the vial(s) includes any sample which does not originate with the University of Utah Andrology program, I hereby agree to fulfill the following conditions:**
 1. **To have a letter indicating I am under the care of a licensed physician, such physician is aware of the origin of the vials in storage. This letter must be signed by the physician.**
 2. **To release the University of Utah Andrology Department, including all officers and employees, from any responsibility regarding quality issues of the sample or problems resulting from the semen sample, including reimbursement from bank/clinic of origin.**
 3. **There is documentation available and provided demonstrating the donor has been screened according to FDA regulations, CAP/ASRM guidelines and a copy of compliance has been released to the University of Utah Andrology program.**
 4. **The University of Utah Andrology Department will process the semen sample prior to release.**

As part of this agreement, I, the Semen Donor Recipient, recognize I have been informed about the storage and 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 that 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 _____, 200____.

Semen Donor Recipient (signature)

Semen Donor Recipient (please print)

Semen Donor Recipient's spouse (signature)

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

THE UNIVERSITY OF UTAH,
ANDROLOGY DEPARTMENT

Andrology Technician Witness:
