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**HANDLING, USE AND STORAGE AGREEMENT FOR HUMAN REPRODUCTIVE MATERIAL**  
**CLIENT DEPOSITOR**

This agreement is made and entered into by and between CAN-AM Cryoservices Corp. (“CAN-AM Cryoservices”) and \_\_\_\_\_,  
*LAST NAME, FIRST NAME, Initials of Client Depositor*

an individual (“Client Depositor”), at Hamilton, Ontario, Canada with reference to the following facts:

WHEREAS, Client Depositor has been fully advised and understands that there are certain inherent risks in the process of obtaining, collecting, storing, transferring, freezing and thawing of Human Reproductive Material (HRM) [which includes the whole or any portion of human egg(s), ovum/ova, semen or sperm, also referred to herein as “sample(s)”, “specimen(s)” or “deposit(s)”], including but not limited to damage to the HRM, accidental thawing of the HRM, reduced capacity for fertilization, and reduced life span of HRM after thawing, all of these risks Client Depositor assumes; and,

WHEREAS, the parties agree that CAN-AM Cryoservices shall provide services in respect of Client Depositor’s HRM on each and all of the terms and conditions set forth below;

NOW, therefore this Agreement witnesses that for and in consideration of the payment of \$1.00 by each of the parties to the other and for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) each of the parties hereto hereby agrees as follows;

1. The foregoing preamble is incorporated herein in its entirety.
2. Client Depositor shall provide deposit(s) of HRM, derived from his or her own body, for collection, identification, and/or storage by CAN-AM Cryoservices. CAN-AM Cryoservices shall obtain, freeze, store, transfer, import and/or export the whole or a share of Client Depositor’s HRM deposit(s), pursuant to requirements of the federal Assisted Human Reproduction Act (2004) and its associated Regulations. The storage of such deposit(s) shall be from month to month. It is understood that this agreement shall be continuous unless terminated pursuant to the provisions herein contained.
3. Client Depositor intends to make reproductive use of HRM only with his or her spouse or common-law partner at the time of use of the HRM or, if Client Depositor consents to the use of his or her HRM after Client Depositor’s death, with his or her spouse or common-law partner at the time of death.

Initials Client Depositor: \_\_\_\_\_  
(with Parent/Guardian where applicable)

Initials CAN-AM Cryoservices Corp. \_\_\_\_\_

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4. CAN-AM Cryoservices shall perform an analysis on each HRM specimen intended for initial freezing, where applicable. CAN-AM Cryoservices reserves the absolute right to terminate this agreement and destroy affected HRM or other specimen(s) by written notice to Client Depositor if, as a result of the laboratory evaluation of the HRM and/or review of infectious disease testing results, it is determined that deposit is inappropriate for storage. Destruction of the affected specimen(s) will occur upon the expiry of the fifteenth (15<sup>th</sup>) day after the date of notice to Client Depositor. For the purpose of this paragraph, Client Depositor shall be deemed to have been notified on the fifth (5<sup>th</sup>) day after the date of sending the notification by ordinary mail to Client Depositor's last known address.
5. In addition to the applicable charges for transport, laboratory analysis and freezing of HRM, Client Depositor hereby agrees to pay storage fees plus applicable taxes on a monthly basis. Periodically, the storage charge may be increased to an amount equal to the storage fee which is currently being charged to new Client Depositors. Client Depositor also agrees to pay a handling fee, transfer fee, shipping fee, and any outstanding fees each time one or more containers of HRM is removed from, or returned to, storage. Fees are subject to change without prior notice to Client Depositor.
6. Identifying Health Reporting Information will be collected, stored and disclosed by CAN-AM Cryoservices in accordance with the consent of Client Depositor, CAN-AM Cryoservices's Personal Health Information Protection Policy and requirements of the Ontario Personal Health Information Protection Act (2004), the Assisted Human Reproduction Act (2004) and its associated Regulations, and any other applicable law, court order, warrant or subpoena to obtain disclosure.
7. Client Depositor hereby agrees to provide identifying Health Reporting Information to CAN-AM Cryoservices, which includes but is not limited to results of infectious disease testing, to determine the appropriateness for storage of the HRM. Infectious disease testing requirements for Client Depositor HRM storage, including testing or screening results, testing intervals and a reasonable timeframe in which to receive Health Reporting Information, are determined by CAN-AM Cryoservices in accordance with its Standard Operating Procedures and requirements of the Assisted Human Reproduction Act (2004), and are subject to change without prior notice to Client Depositor.
8. Client Depositor agrees that deposit(s) deemed not appropriate for standard storage by CAN-AM Cryoservices will be subject to one or more of the following outcomes, in part or in whole: maintained in quarantine storage by CAN-AM Cryoservices until such time that the whole of the deposit(s) are used; or transferred to another facility of Client Depositor's choice, or destroyed by CAN-AM Cryoservices. Destruction of the affected specimen(s) will occur upon the expiry of the fifteenth (15<sup>th</sup>) day after the date of notice to Client Depositor. For the purpose of this paragraph, Client Depositor shall be deemed to have been notified on the fifth (5<sup>th</sup>) day after the date of sending the notification by ordinary mail to Client Depositor's last known address.

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9. Client Depositor hereby agrees to pay any fees associated with the determination of HRM as inappropriate for storage by CAN-AM Cryoservices, including but not limited to, quarantine storage fees, transfer fees and expenses, and charges resulting from the destruction, replacement or decontamination of affected supplies or equipment by CAN-AM Cryoservices. Transfer and quarantine storage fees are subject to change without prior notice to Client Depositor.
10. Client Depositor less than 18 years of age at the time of storage, transfer or use acknowledges that preservation of HRM is intended for the purpose of creating an embryo to create a human being that is reasonably expected to be raised by Client Depositor. **A parent or legal guardian of Client Depositor less than 18 years of age is required to enter into this Agreement as a co-signer until Client Depositor attains the age of 18 years.**
11. CAN-AM Cryoservices shall perform the following services only with the expressed written authorization and consent of Client Depositor and, where applicable, in accordance with the Assisted Human Reproduction Act (2004) and its associated Regulations: initiate or renew storage terms; make use of Client Depositor's HRM; or transfer one or more containers of Client Depositor's HRM, including import or export. The conditions and procedure for storage, transfer or use shall be those reasonably established by CAN-AM Cryoservices, with which Client Depositor hereby agrees to comply.
12. This agreement shall terminate and CAN-AM Cryoservices's responsibility for storage shall cease upon the happening of any one or more of the following events:
- a) Transfer or use of all remaining HRM in storage by written authorization of Client Depositor.
  - b) Written consent of Client Depositor to CAN-AM Cryoservices authorizing destruction of all HRM then presently stored.
  - c) Failure of Client Depositor to pay storage charges as described above.
  - d) Death of Client Depositor, unless all requirements for continued storage, by authorization of the surviving spouse or common-law partner at the time of Client Depositor's death as explicated in Section 14 of this Agreement, are fulfilled.
13. In the event of termination of the agreement by reason of failure of Client Depositor to pay storage fees, CAN-AM Cryoservices may, at its option, destroy the HRM; under no circumstances would the HRM be used to create an embryo for the purpose of creating a human being (i.e. initiating a pregnancy).
14. Upon the death of Client Depositor, the individual who is Client Depositor's spouse or common-law partner at the time of Client Depositor's death ("spouse or common-law partner") may request the storage, use or transfer of Client Depositor's HRM for the purpose of creating an embryo to create a human being under the following conditions:

Initials Client Depositor: \_\_\_\_\_  
(with Parent/Guardian where applicable)

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- a) CAN-AM Cryoservices requires a waiting period of not less than 90 days after the date of death of Client Depositor before any action may be taken by the spouse or common-law partner to transfer or make use the HRM, excepting limited extension of the storage term for the duration of the 90-day waiting period. Storage fees are the responsibility of the spouse or common-law partner and will be charged monthly at the published rate.
  - b) Spouse or common-law partner is required to enter into all terms of this Agreement with CAN-AM Cryoservices; and,
  - c) Payment is provided for any outstanding account fees at the time of request; and,
  - d) Spouse or common-law partner must provide CAN-AM Cryoservices with each of the following documents: (1) Certified copy of Client Depositor's Record of Death Registration, clearly indicating Client Depositor's Marital Status and next of kin; (2) written evidence, signed by Client Depositor, giving consent to the use of the HRM for the stated purpose after death; and (3) written evidence, signed by Client Depositor, giving consent to the release of Health Reporting Information regarding the HRM.
15. It is specifically acknowledged and agreed by and between the parties hereto that there is an inherent risk in the process of obtaining, collecting, freezing, storage, thawing, importing, exporting and transfer of HRM which may render it ineffective for reproductive use and that Client Depositor has expressly agreed to assume this risk. It is further agreed that in the event of unintended loss or destruction of the HRM by any reason whatsoever, damages to Client Depositor as a result thereof would be highly conjectural and speculative and would be difficult to determine. Accordingly, the parties hereto agree that in the event Client Depositor's HRM is lost or destroyed by virtue of the breach of this agreement or negligence by CAN-AM Cryoservices, Client Depositor shall be entitled to liquidated damages in the amount equal to the storage charge for the particular year in which the loss occurs, plus \$100.00.
16. Client Depositor further agrees to indemnify, hold harmless, and provide defense from any claim, demand, cause or action for damages or otherwise asserted against CAN-AM Cryoservices Corp. arising out of the collection, freezing, storage, transfer, import, export, disposal or destruction of Client Depositor's HRM. The provisions of this paragraph shall extend to and include CAN-AM Cryoservices and its officers, directors, agents and independent contractors.
17. Any notice to be provided to a party hereunder shall be sent to the address set forth beneath the parties' signatures hereto or such other address as a party may request in writing be used for that purpose. Client Depositor acknowledges that it is his or her obligation to provide a correct mailing address in writing to CAN-AM Cryoservices Corp. at all times during the term hereof and any extensions thereof.

Initials Client Depositor: \_\_\_\_\_  
(with Parent/Guardian where applicable)

Initials CAN-AM Cryoservices Corp. \_\_\_\_\_

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18. Notwithstanding any other provisions herein contained, either party may terminate this agreement upon 30 days written notice to the other. In the event said notice of termination is given by Client Depositor, the storage fee for the then current year shall be appropriately prorated. In the event such notice is given by CAN-AM Cryoservices, the storage charge for the then current year shall be similarly prorated on the basis of a 12 month period and any prepaid storage refunded upon receipt of a signed release for Client Depositor's HRM deposit(s) stored by CAN-AM Cryoservices. It shall be Client Depositor's obligation to make arrangements for transfer, use or destruction of the HRM deposit(s) (which may include donation for research, or donation to assist in the improvement of assisted reproductive procedures, or to provide instruction in assisted reproductive procedures, in accordance with the consent of the Client Depositor). In the event that notice of termination is given by Client Depositor, it shall be Client Depositor's obligation to make arrangements for the transfer, use or destruction of the deposit(s) of HRM within five (5) days from the date of such of a termination failing which CAN-AM Cryoservices may, at its option, destroy the HRM deposit(s) in accordance with the Client Depositor's consent.
19. This Agreement and its Addenda represent the entire agreement between the parties concerning the subject matter; and there are no understandings, agreements, or representations other than as herein set forth. This Agreement shall be modified only by writing signed by all parties. This agreement shall be binding upon the parties and their respective successors, assignees, heirs, executors, and administrators. This agreement shall be construed in accordance with the laws of Ontario; and if any portion thereof is determined to be unenforceable, the remaining provisions thereof shall be fully enforceable in accordance with their terms.

\_\_\_\_\_  
Client Depositor Name

\_\_\_\_\_  
Date of birth (DD/MM/YYYY)



\_\_\_\_\_  
Client Depositor Signature

\_\_\_\_\_  
Date signed (DD/MM/YYYY)

\_\_\_\_\_  
email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Parent/Guardian Name & Signature *(Depositors under 18 years of age only)*