

INFORMATION FOR THE CONSENT FOR USE OF HUMAN REPRODUCTIVE MATERIAL

In 2004, the Assisted Human Reproduction (AHR) Act was passed, regulating some aspects of fertility treatment provided by Canadian clinics and physicians, as well as facilities such as CAN-AM Cryoservices Corp. In 2007, Regulations were passed under this Act, requiring that individuals provide Consent for any “use” of their sperm or eggs (referred to as “human reproductive material”, or HRM). The use of embryos created from their HRM is also regulated.

This pamphlet will describe uses allowed for HRM and embryos under the AHR Act and Section 8 Regulations (2007).

Please review the information carefully and complete and sign the *Consent for Use of HRM* document provided.

The AHR Act defines “Donor” as any individual from whose body sperm or eggs (HRM) are obtained for reproductive use.

This includes Client Depositors using their HRM to create an embryo with their sexual partner’s HRM (or using sperm or eggs from a donor bank).

Client depositors must Consent for the use of HRM as described in this pamphlet*.

1) Donor’s own reproductive use

Client Depositor HRM may be used to create an embryo for reproductive use with the Depositor’s sexual partner, or with screened donor sperm or donor eggs.

2) Use of stored HRM after death

Use of stored Client Depositor HRM to create an embryo after the Depositor’s death is permitted only when: 1) it is used by the legal spouse or common-law

partner *at the time of death*; and 2) the Client Depositor has given written consent for this before death.

Before release, CAN-AM must receive copies of the Consent for this use signed by the Depositor, and the Certified Record of Death Registration. A 90-day wait period may apply.

3) Reproductive use by a Third Party

Client Depositor HRM is **not** permitted to be used by an individual who is not the Client Depositor’s sexual partner at the time of use, such as a friend, a Surrogate Mother, Gestational Carrier, or a former sexual partner.

4) & 5) Improving or providing instruction in assisted reproduction procedures

Client Depositor HRM and embryos which are no longer required for reproductive use may be donated for scientific use. These uses may include the training of laboratory technicians or improvement of laboratory procedures.

WITHDRAWAL OF CONSENT

Consent that a Donor gives for any of the allowed uses may be withdrawn at any time before the HRM is used. This withdrawal of consent **must be in writing, and must be given to the individual who intends to use the HRM**. If these conditions are not met, withdrawal of consent is not effective.

EMBRYOS CREATED IN EXCESS OF NEED

The use of HRM in fertility treatments may result in the creation of more embryos than you intend to use in your own treatment. Consent to the donation or use of these embryos is not within the scope of this document.

Please complete and sign the Consent form provided and return to CAN-AM staff.

* This Consent is only applicable to deposit(s) located on the business premises of CAN-AM, for the period of contracted storage or authorized use.

CONSENT FOR USE OF HUMAN REPRODUCTIVE MATERIAL (CLIENT DEPOSITOR)

I, _____ (*Client Depositor*) have read and understood the information provided by CAN-AM Cryoservices Corp. (“CAN-AM”) concerning the use of Human Reproduction Material (HRM) to create an embryo. By initialing, I freely give my informed consent to the following uses of my HRM:

_____ *the donor’s own reproductive use (with spouse or common-law partner at the time of use)*
Initial

_____ *following the donor’s death, the reproductive use of stored HRM by the person who is, at the time of the donor’s death, the donor’s spouse or common-law partner*
Initial

_____ *providing instruction in assisted reproduction procedures or improving assisted reproduction procedures*
Initial

_____ *following the donor’s death, destruction of HRM not assigned to: posthumous reproductive use, or;*
Initial

_____ *improving assisted reproductive procedures, or; providing instruction in assisted reproduction procedures*
Initial

I have read this document in full and I willingly agree to, and acknowledge the terms of, all of the following conditions:

I have been given information pertaining to consent for the use of HRM to create an embryo, and uses of excess embryo(s) created from my HRM, in compliance with the AHR Act (2004) and the AHR Section 8 Regulations (2007).

I have been informed that I may withdraw my consent for any use of my HRM at any time prior to its use by submitting my withdrawal of consent in writing to the individual intending to use my HRM.

This *Consent* shall apply only to HRM originating from my body which is obtained, stored, transferred or destroyed by CAN-AM, in accordance with my *Consent*, on its business premises. I agree that CAN-AM takes no responsibility for obtaining or validating consent for any use of HRM, or embryos created from my HRM which are not stored, used or destroyed on the business premises of CAN-AM.

I understand that if the conditions of my consent for use changes for any reason, it is my responsibility to withdraw or update my *Consent* for the use of any HRM stored on the business premises of CAN-AM.

I have been informed of the importance of making legal arrangements for the use of my HRM after my death, or in the event that I am unable to make financial and/or medical decisions for myself.

I understand that consent for the use of my HRM to create an embryo is limited to my spouse or common-law partner at the time of use or at the time of death. I agree that CAN-AM may require evidence of relationship in accordance with the definitions of “spouse” and “common-law partner” of the AHR Act (2004) at the time of use.

I agree to the disclosure of this *Consent* to the following: a physician authorized to accept transfer of my HRM; the individual who is my spouse or common-law partner at the time of use of my HRM, or at the time of my death; and/or, any individual or agency permitted or required by law, court order or warrant to obtain disclosure.

I agree to indemnify, hold harmless, and provide defense from any claim, demand, cause or action for damages or otherwise asserted against CAN-AM Cryoservices Corp. (“CAN-AM”), arising from the use (including collection, storage, destruction, transfer, import or export) of the Client Depositor’s HRM. The provisions of this paragraph shall extend to and include CAN-AM and its officers, directors, heirs, agents and independent contractors.

_____ *Client Depositor Name (LAST, First, Initial)* Date of Birth _____ / _____ / _____
YYYY MM DD



_____ *Signature of Client Depositor*

_____ *Witness (Name)*

Dated this _____ day of _____, 20_____

_____ *Witness (Signature)*

Optional:

_____ *Name of Parent/Guardian (Client Depositor less than 18 years of age)*

_____ *Signature of Parent/Guardian*