

**CLEVELAND CLINIC
ANDROLOGY LABORATORY AND REPRODUCTIVE TISSUE BANK
GLICKMAN UROLOGICAL AND KIDNEY INSTITUTE
9500 EUCLID AVENUE, DESK A19
CLEVELAND, OHIO 44195
TEL: 216-444-8182**

SEMEN COLLECTION AND STORAGE AGREEMENT

This Semen Collection and Storage Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 20____ (“Effective Date”), by and between the undersigned patient (“Patient”) and The Cleveland Clinic Foundation (“Cleveland Clinic”), an Ohio nonprofit corporation, doing business at 9500 Euclid Avenue, Cleveland, Ohio, 44195.

In consideration of the mutual promises and covenants contained herein, Cleveland Clinic and the Patient agree as follows:

1. Patient Responsibilities. The Patient intends to deliver specimens of his semen (the “Specimen”) to the Cleveland Clinic for testing, freezing and storage, on the terms and conditions set forth herein. If more than one ejaculate is required to obtain sufficient semen for proper freezing, the Patient agrees to pay the Supplementary Ejaculate Fee set forth in the Fee Schedule (Attachment A) with respect to each additional ejaculate.
2. Cleveland Clinic Responsibilities. Cleveland Clinic agrees that it will:
 - a. receive the Specimen from the Patient;
 - b. test the Specimen for the number and motility of spermatozoa;
 - c. freeze the Specimen and place the Specimen in a liquid-nitrogen freezer;
 - d. take a blood sample (the “Blood Sample”) from the Patient; and
 - e. perform the laboratory tests on the Blood Sample as set forth in Attachment B or send the Blood Sample to an independent laboratory for such typing and testing.
3. Laboratory Tests.
 - a. The Patient hereby consents to the performance of the laboratory tests set forth in Attachment B on the Blood Sample and the release of test results to the Patient’s referring physician. In addition, the Patient hereby consents to the following procedures:
 - i. If the Blood Sample tests positive for the Human Immunodeficiency Virus (HIV1/2, HIVAg, or HTLVI) or the Hepatitis B surface antigen (HBsAg), the Specimen will be quarantined. The results of the tests will be disclosed to a physician in the Blood Bank of the Cleveland Clinic, who will disclose the information to the Patient and refer the Patient for appropriate counseling. The information will also be placed in the Blood Bank’s confidential blood donor deferral registry.
 - ii. If the laboratory tests of the Blood Sample are confirmed positive for HIV or the Hepatitis B surface antigen, the information will be reported to the State of Ohio in accordance with

the rules on communicable diseases in the Ohio Administrative Code (O.A.C. Ann. 3701-3-02 and 3701-3-12), and any additional applicable reporting requirements.

- b. The Patient understands that the laboratory tests set forth in Attachment B are for the purpose of testing for certain infectious diseases and conditions but are not intended to test for all conditions or sexually transmitted diseases and are not sufficient to permit the anonymous donation of such Specimen for artificial insemination under Ohio law. For example, the semen specimens are not tested for neisseria gonorrhoeae culture or chlamydia culture.

4. Term and Termination.

- a. This Agreement shall commence as of the Effective Date and shall remain in effect for so long as the Annual Storage Fee is fully paid and the Specimen remains viable.
- b. The Cleveland Clinic may terminate this Agreement with or without cause and at any time by providing written notice, which shall include instructions on how to request the transfer of the Specimen to another facility, to the most recent address provided by Patient pursuant to Section 13 of this Agreement. If Patient does not submit a transfer request within thirty (30) days of the date of the written notice, the Cleveland Clinic may discard the Specimen or donate the Specimen to scientific research.
- c. Patient may terminate the Agreement by providing written notice to the Cleveland Clinic which directs the Cleveland Clinic to discard the Specimen or donate the Specimen to scientific research. If Patient does not provide direction as to the Specimen upon termination, the Cleveland Clinic may discard the Specimen or donate the Specimen to scientific research. This Agreement, including Cleveland Clinic's obligations and the Patient's rights herein, shall automatically terminate upon the release, transfer, or disposal of the Patient's Specimen in accordance with the terms hereof.
- d. In addition to automatic termination for nonpayment in accordance with the terms of this Agreement, the Agreement will terminate upon notice of Patient's death unless Cleveland Clinic, prior to discarding or donating the Specimen in accordance with this Agreement, has been ordered by a court of competent jurisdiction to transfer ownership of the Specimen to another individual. Any unpaid fees must be paid to the Cleveland Clinic prior to the transfer of ownership pursuant to the court order.

5. Specimen Upon Termination. Upon termination of the Cleveland Clinic's obligations under this Agreement for any reason whatsoever, including the Patient's nonpayment, the Cleveland Clinic may dispose of the Specimen by thawing and/or discarding or by use in scientific research, which Patient hereby consents to, except that no Specimen will be used, without the Patient's prior written consent, for the purpose of fertilization with an oocyte or establishing a pregnancy.

6. Payment. Patient shall timely pay the Annual Storage Fee and other fees as applicable. The Annual Storage Fee and other applicable fees are listed in the Fee Schedule (Attachment A). The fees are subject to change without prior notice to Patient. Patient will pay the Annual Storage Fee stated on the billing statement within thirty (30) days of the date of the billing statement. The billing statement will typically be sent during the first quarter of each calendar year. If Patient does not timely pay the Annual Storage Fee, Cleveland Clinic will send a notice to Patient indicating that the Annual Storage Fee must be paid within thirty (30) days or the Specimen will be discarded or donated to scientific research, and this Agreement will terminate. If the Annual Storage Fee is not paid within that thirty (30) day grace period, this Agreement

automatically terminates, neither Patient nor any third party has any rights to the Specimen, and the Cleveland Clinic may discard the Specimen or donate the Specimen to scientific research.

7. Request to Transfer Specimen.

- a. Provided the Patient has paid all applicable fees and upon execution by the Patient and by a physician licensed to practice medicine in any State of the United States or in any foreign country of such forms as the Cleveland Clinic shall determine are required based upon all applicable laws and regulations, the Cleveland Clinic agrees that it shall deliver to such physician the portion (or all) of the Specimen which the Patient requests. The transfer of a Specimen requires at least forty-five (45) days' prior written notice to the Cleveland Clinic and payment of the then-current Shipping Fee. If the designated physician or facility does not accept the Specimen within thirty (30) days, the Cleveland Clinic shall send a notice to the Patient indicating that the transfer was not accepted and any payments due must be paid within thirty (30) days, or the Specimen will be discarded or donated to scientific research and the Agreement will terminate. If the payments due are not paid within that thirty (30) day period, this Agreement automatically terminates, neither Patient nor any third party has any rights to the Specimen, and the Cleveland Clinic may discard the Specimen or donate the Specimen to scientific research.
- b. The Patient agrees that the Specimen, upon its transfer to another licensed physician, shall be used only for the purpose of assisted reproduction on behalf of the Patient and his sexually intimate partner, and not for sperm donation to another party.
- c. In the event that the Specimen is transferred to another institution, the Cleveland Clinic shall have no responsibility for the ultimate use of any portion of the Specimen or for the method of artificial insemination or other form of assisted reproduction used.

8. Additional Information; Personal Appearance. The Cleveland Clinic, in its discretion, may require additional information and personal appearances of the Patient and the Patient's intimate partner for purposes of identification and verification prior to complying with a request by the Patient to transfer or dispose of the Specimen.

9. Liability. The Patient agrees that neither the Cleveland Clinic nor any of its officers, directors, partners, trustees, executives, employees, representatives, agents, affiliates, or consultants shall be liable for any destruction of the Specimen, damage to or misuse of the Specimen, the condition and/or viability of the Specimen, the improper testing of the Specimen or the Blood Sample, the improper freezing of the Specimen, the improper maintenance and/or storage of the Specimen in a frozen state, the improper withdrawal, thawing and/or delivery of the Specimen or any other matter, cause or thing beyond the reasonable control of the Cleveland Clinic, including, but not limited to, any malfunction of the liquid-nitrogen-cooled refrigerator, any failure of utilities, any strike, cessation of services or other labor disturbance, acts of the public enemy or other disturbance, any fire, earthquake, water or other acts of God, or the negligence of any other laboratory. The Cleveland Clinic shall have no liability in regard to consequential, exemplary, special, incidental, or punitive damages, even if it has been advised of the possibility of such damages. In no event shall the Cleveland Clinic's total liability in connection with or under this Agreement (whether under the theories of breach of contract, tort, negligence, strict liability, or any other theory of law) exceed the Storage Fees paid under this Agreement.

10. No Representation and Warranty; No Guarantee. The Patient acknowledges that neither the Cleveland Clinic nor any of its officers, directors, partners, trustees, executives, employees, representatives, agents, affiliates, or consultants has made nor makes any other representations or warranties to the Patient of any kind or nature, including, without limiting the generality of the foregoing, any representations or warranties with respect to:
- a. the condition, viability, or motility of the Patient's Specimen;
 - b. the possibility of the successful use of the Patient's Specimen at any time;
 - c. the lack of risk of a birth defect or miscarriage after artificial insemination or other form of assisted reproduction through the use of the Patient's Specimen;
 - d. the possibility or the lack of complications in pregnancy and delivery after artificial insemination or any other form of assisted reproduction through the use of Patient's Specimen;
 - e. the infallibility of the Cleveland Clinic's equipment; or
 - f. the competence of any of the Cleveland Clinic's executives, employees or consultants.
- The Patient further acknowledges that he understands that the frozen sperm cells' viability, motility and capacity to fertilize vary from specimen to specimen and may deteriorate with age and that no guarantee of any kind can be made and none is made with respect to the possibility of the successful use of frozen sperm cells for the purpose of artificial insemination or any other form of assisted reproduction.
11. Assignment. This Agreement is not assignable by Patient without prior written notice to and written consent from the Cleveland Clinic. The Cleveland Clinic may assign this Agreement or delegate its responsibilities hereunder to one or more entities or subcontractors who provide a similar service or intends subsequent to such assignment to provide a similar service.
12. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Cleveland Clinic and the Patient.
13. Notices. Any notices required under this Agreement shall be sent by regular mail to the addresses below. Patient has the sole responsibility for notifying Cleveland Clinic in writing of any change in address or change in telephone number to the address and telephone number set forth below.
14. Waiver. Any waiver by any party of any act, failure to act, or breach on the part of the other party shall not constitute a waiver of any prior or subsequent act, failure to act, or breach by any such other party.
15. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto and may be altered or amended only by an agreement in writing executed by the Patient and the Cleveland Clinic.
16. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to its conflict of laws provisions. The parties agree that any litigation arising out of this Agreement shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cuyahoga County, Ohio.

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IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions of this Semen Collection and Storage Agreement on the Effective Date above written.

THE CLEVELAND CLINIC FOUNDATION

BY: _____
Ashok Agarwal, Ph.D., HCLD
Director, Andrology Laboratory and Reproductive Tissue Bank
Desk A19, Andrology Laboratory and Reproductive Tissue Bank
Glickman Urological and Kidney Institute
The Cleveland Clinic Foundation
9500 Euclid Avenue
Cleveland, Ohio 44195

Date

PATIENT

BY: _____
Patient Signature

Printed Name

CCF #

Date

Street & Address

City, State, & Zip Code

Telephone Number

CCF # Verified? Yes No

ATTACHMENT A

FEE SCHEDULE

Effective: January 1, 2015

These rates are subject to change at any time without notice and at the sole discretion of the Cleveland Clinic.

INITIAL FEE FOR FIRST VISIT – Total: \$624.00

\$212.00	Routine for complete semen analysis
\$200.00	Freezing and post-freeze testing of one ejaculate ("Cryo-analysis - First")
\$212.00	Post-freeze semen analysis ("Computer Assisted Semen Analysis")

SUPPLEMENTARY EJACULATE FEE – Total: \$624.00

\$212.00	Pre-freeze semen analysis ("Computer Assisted Semen Analysis")
\$200.00	Freezing each additional ejaculate ("Cryo-analysis - Repeat")
\$212.00	Post-freeze semen analysis ("Computer Assisted Semen Analysis")

ANNUAL STORAGE FEE

\$205.00	Per ejaculate per year or portion thereof
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WITHDRAWAL FEE/ DISPOSAL FEE

\$95.00	Insemination dose removed from long-term storage or one complete ejaculate for disposal
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SHIPPING FEE (Transfer of Specimen)

\$100.00	
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ATTACHMENT B

LABORATORY TESTS FOR PATIENTS STORING SEMEN SAMPLES

The following laboratory tests will be performed on the Patient's Blood Sample:

HIV 1/2	HbcAb	HTLV 1/2
HIV Ag	RPR	HbsAg
HCV	HCVNAT	WNV
HIVNAT	CMV	