



Embryo Donation
INTERNATIONAL
Building Families

Embryo Recipient Consent for Donated Embryos **Embryo Donation International, P.L.**

Please Note:

1. Children born from Embryo Donation will be referred to as **Donor-Conceived Persons (DCPs)**.
2. Embryo Donation International, P.L. (**EDI**), an affiliate of **NEDC**, is a medical practice specializing in embryo donation and agrees to facilitate the donation and subsequent transfer of the embryos into suitable Recipients.

Introduction:

We understand that as an Embryo Recipient, donated embryo(s) will be placed in the reproductive tract of a Recipient to establish a pregnancy and live birth for the Recipient.

The number of embryo donation procedures in the U.S. remains a small percentage of overall embryo transfer procedures each year, but it continues to increase by an average of over 10% annually.

A separate document titled "Embryo Donation and Assisted Reproductive Technologies General Consent" outlines general ART/IVF concerns, pregnancy complications, and other unexpected events. This consent focuses specifically on issues related to embryo donation.

Benefits of Embryo Donation:

Below are some benefits for Embryo Donors:

- Closure regarding their remaining donated embryos.
- Satisfaction knowing they gave the embryos a chance at life.

Embryo Recipient Consent For Donated Embryos (cont.)

Below are a few of the advantages for Embryo Recipients:

- Embryo donation is often more cost-effective than other ART procedures.
- The Recipient protects and experiences the pregnancy and delivery directly or via a Gestational Surrogate.
- Some Recipients feel a moral responsibility and want to help frozen embryos come to life.

EDI Evaluation:

As potential Recipients our history will be obtained in person or virtually. We will also need to visit an EDI location for a physical exam, pelvic ultrasound, and uterine evaluation. Additional laboratory and radiology procedures may be required. EDI aims to identify and address any risk factors that may affect our success. EDI reserves the right to decline any Recipients or Gestational Surrogates they feel are unlikely to succeed or where potential pregnancy complications might significantly impact our health or the well-being of the DCP.

Choosing Our Embryos:

Recipients acknowledge that all embryos made available for transfer are selected and provided through the National Embryo Donation Center (NEDC), which is solely responsible for the screening, evaluation, and acceptance of those embryos, including medical, genetic, and infectious disease considerations.

Embryo Number:

EDI will decide how many embryos to transfer. The goal is to have a singleton pregnancy, which is safest for the Recipients and the DCP. EDI will not intentionally create a multiple pregnancy.

Consultations:

For recipients 45 at the time of transfer or, where clinically indicated, consultations with Maternal-Fetal Medicine and Cardiology are required. Pregnancy at an older age carries additional risks, and EDI wants to ensure our safety. EDI may also require additional consultations if medical indications warrant.

Cryostorage Duration:

Embryos created and frozen many years ago are still excellent candidates for donation. Slow-freeze procedures were likely used with older embryos. Upon thawing, approximately one-third of the slow-freeze embryos do not survive; however, those that do, implant and develop as well as recently vitrified (quickly frozen) embryos. Storage duration does not affect success rates, as healthy offspring have been produced from embryos frozen over 30 years ago.

Genetic Disease:

EDI will not transfer embryos with known genetic disease (e.g. Down's Syndrome, cystic fibrosis, muscular dystrophy), so it is important we do not choose these embryos for transfer at EDI.

Sexually Transmitted Infection Risks:

To date, there has never been a case in which Sexually Transmitted Infections (STIs) have been transferred via any frozen embryos. Here are some essential facts:

Nearly all IVF patients will have been screened at some point for STIs. Frozen embryos from infected individuals are stored separately from those of the general population in accordance with FDA guidelines. Embryos from infected patients are not accepted at EDI.

- Eggs, sperm, and embryos are washed multiple times with culture medium during embryo development, which likely removes bacteria and viruses, thereby reducing the likelihood of transmission.
- Embryos are small collections of cells, and transmitting an infection often requires a larger number of infected cells.
- Some donors agree to repeat STI testing, thereby reducing the risk of STI transmission. If we want this done, it will be at our expense.
- Due to FDA guidelines, nearly all Embryo Donation procedures are labeled as "At risk for STI infection" because STI testing was not performed within the month of the original IVF procedures.

So, there is a theoretical risk that transferred donated embryos could also transfer infectious agents, but it remains only a theory. EDI feels perfectly comfortable transferring these "at-risk" embryos for more than two decades.

Psychological Concerns:

The preliminary studies examining Embryo Recipients and their DCP are encouraging. Family relationships are strong and similar in both natural and IVF-conceived pregnancies. There could certainly be psychological impacts on Embryo Donation participants involving loss, interpersonal relationships between the parties, and feelings of betrayal if the DCP inadvertently finds out they were Donor-Conceived. Additional research is needed, especially regarding disclosure, long-term outcomes, and contact between the Donors and the Recipients/DCPs. So, for now, the studies are limited.

Embryo donation is a relatively new path to parenthood, bringing with it the potential for complex psychological, social, emotional, and ethical considerations. There may be unknown psychological risks with receiving donated embryos, and we agree to assume those risks.

Research, Publications, and Confidentiality Concerns:

EDI has performed important Embryo Donation research in the past and will continue to do so. We may be contacted in the future to participate in research studies. Such studies may improve the embryo donation process and yield new, valuable information.

We understand that specific medical details may be shared in medical discussions or publications without our specific consent, but our identities will remain confidential. EDI will disclose our identities only with our explicit permission. We agree to permit EDI to take and publish photographs, slides, or videotapes, and to allow medical or laboratory guests to observe procedures. These photographs and recordings may be used for general medical documentation or educational purposes, including publications or lectures at the national, state, or local levels.

Record Retention:

Most states require medical practices to keep medical records for seven years, after which they can be destroyed. The FDA states that EDI will keep embryo donation records for 10 years. The American Society for Reproductive Endocrinology recommends that EDI retain our records indefinitely, which cannot be reasonably promised. EDI will, therefore, compromise with the intent to keep your records and the Embryo Donor's records for at least 25 years.

Remember that all record collection systems are at risk for loss. Paper records may be destroyed by flood or fire. Natural and even unnatural disasters can also destroy electronic medical records. Therefore, EDI will make reasonable efforts to maintain medical records, but no absolute guarantees can be made.

Alternatives of Care:

We understand that there may be other alternatives to obtaining a child, such as adoption, egg donation, or sperm donation.

We understand that we may elect to discontinue the procedures at any time and that this decision will not affect present or future medical care at EDI.

Cycle Cancellation:

We acknowledge that our acceptance and continued participation in the program are at EDI's sole discretion. EDI reserves the right to cancel our cycle at any time if they feel my health is at risk or the potential risks to the embryo(s) are simply too great.

Financial Responsibilities:

Upon completion of our Application, a non-refundable fee of \$300 will be charged, with two-thirds of the fee allocated to the embryo transfer procedure. We will also be required to make a \$1,000 refundable deposit to reserve a Batch of embryos. All other fees outlined in the fee schedule are due by the first cycle day of the transfer month, or we risk having our transfer canceled.

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We understand we will be responsible for all the fees involved in our embryo donation procedure. A comprehensive price list is available in a separate document.

Rights and Responsibilities:

The Donors relinquish all maternal or paternal rights and obligations concerning the child(ren) resulting from the embryo transfer. Donors will have no financial obligations or burdens concerning the upbringing or welfare of any resulting DCP. Donors will have no legal right to custody, visitation, or inheritance from the estate of such DCP. No DCP shall have any inheritance rights in the estates of the Embryo Donors.

Recipients will have legal rights and responsibilities for the children conceived through Embryo Donation as though they were genetically theirs under all circumstances.

Indemnification:

Should any conflict arise between this Consent and any related Consent Forms, the terms of this Consent shall prevail. Laws involving embryo donation continue to evolve. EDI will comply with all applicable State and Federal laws, which may change without notice. Changes in the law will take priority over the statements in this consent. We understand that embryo donation is an evolving and unsettled legal area, with few states providing explicit regulatory frameworks. We further understand that embryo donation procedures and this Consent are subject to the laws of the State of Florida and the United States, as they exist now and may exist in the future. The venue for all legal actions shall be Lee County, Florida.

Recipients agree that EDI shall not be held liable for any outcomes, conditions, or issues arising from the embryos provided by NEDC, including but not limited to genetic abnormalities, medical conditions, or unsuccessful treatment outcomes.

We, as Recipients, waive and release any rights, claims, or causes of action, known or unknown, now existing or arising in the future against EDI. Further, we agree to protect, defend, indemnify, and hold harmless EDI, its affiliates, its directors, officers, agents, employees, and contractors from any expenses, claims, liabilities, attorney fees, damages, losses, penalties, fines, or interest arising from or related to this Consent and/or the donation and use of the embryos, including but not limited to injury or death to persons or embryos and property damage, except in cases of gross negligence or willful misconduct.

If EDI is sued or found liable for any amounts owed to another party (including any child or children born through ART procedures) arising from a claim, we will reimburse EDI for all related costs. This reimbursement includes, but is not limited to, damages, settlements or judgments, court costs, attorney's fees, and any other financial losses that are claimed or ordered against EDI related to medical procedures performed by EDI or for EDI, as described in this Consent.

In Summary:

We understand that the practice of medicine is not an exact science. While our physician has recommended embryo donation for our condition, there is no guarantee that the procedures will result in a successful pregnancy and delivery.

We have read the above materials and understand the possible complications of the proposed procedures. We have had the opportunity to ask questions regarding the risks and benefits of the embryo donation program. Our questions have been answered to our satisfaction, and we understand the information provided.

We understand that this Embryo Recipient Consent For Donated Embryos will remain valid for all future transfer procedures unless we expressly revoke it.

_____	_____	____/____/____
Recipient's Signature	Recipient's Name (print)	Date
_____	_____	____/____/____
Partner's Signature (if applicable)	Partner's Name (print, if applicable)	Date
_____	_____	____/____/____
EDI Representative Signature	EDI Representative Name (print)	Date

If you have any concerns regarding this process, please contact EDI at Recipient@EmbryoDonation.com.

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