

**University of South Florida**  
**Department of Obstetrics and Gynecology - Fertility Specialists**

**CONSENT TO GESTATIONAL SURROGACY**

**Definitions** - As used in this Consent, the following definitions shall apply:

1. **"Assisted Reproductive Technology"** (ART) means those procreative procedures which involve the laboratory handling of human eggs, sperm or embryos, including but not limited to, in vitro fertilization embryo transfer (IVF).
2. **"Commissioning Couple"** means the intended mother and father of a child who will be conceived by means of assisted reproductive technology using the eggs or sperm of at least one of the intended parents.
3. **"Egg"** means the unfertilized female reproductive cell.
4. **"Fertilization"** means the initial union of an egg and sperm.
5. **"Gestational Surrogate"** means a woman who contracts to gestate a pregnancy achieved by means of assisted reproductive technology without the use of an egg from her body.
6. **"Gestational Surrogacy"** means a state that results from a process in which a commissioning couple's eggs and sperm, or both, are mixed in vitro and the resulting embryo is implanted within another woman's body, gestational surrogate.
7. **"Gestational Surrogacy Contract"** means a written agreement between the gestational surrogate and the commissioning couple.
8. **"Implantation"** means the event that occurs when a fertilized embryo adheres to the uterine wall.
9. **"In Vitro"** refers to a laboratory procedure performed in an artificial environment outside a woman's body.
10. **"In Vitro Fertilization"** (IVF) refers to the processes whereby egg growth is stimulated in a woman, the eggs are obtained from her ovaries, then fertilized by sperm in the laboratory and the resulting embryos placed in her uterus.
11. **"In Vitro Fertilization Embryo Transfer"** means the transfer of an in vitro fertilized embryo into a woman's uterus.
12. **"Embryo"** means the product of fertilization of an egg by a sperm.
13. **"Providers"** means all personnel associated with the administration and delivery of services by the *University of South Florida Department of Obstetrics and Gynecology - Fertility Specialists*, including but not limited to: all physicians, residents, laboratory personnel and other health care personnel who are employees or agents of the *University of South Florida/University of South Florida Board of Trustees*, a public body corporate of the state of Florida, *the State of Florida or the Board of Governors*.
14. **"Sperm"** means the male reproductive gamete (cell).

### **Explanation Of Procedures**

Gestational surrogacy is a unique category of assisted reproductive technology in which the future pregnant woman is genetically unrelated to the child she carries (did not provide the egg/maternal genetic DNA). This type of arrangement is an alternative for the couple who is unable to safely gestate a pregnancy to term.

A woman who agrees to serve as a gestational surrogate must sign a gestational surrogacy contract prior to engaging in the surrogacy. The gestational surrogate must agree to medical evaluation and treatment during her participation in the program. If at least one member of the commissioning couple is the genetic parent of the child, the commissioning couple are presumed to be the natural parents of the child gestated by the surrogate. In these circumstances, the surrogate must agree to relinquish any parental rights to the child's birth and to participate in certain legal proceedings affirming the parental status of the commissioning couple.

Once the paperwork and necessary evaluations are complete, the commissioning couple's embryo(s) is transferred to the gestational surrogate. In vitro fertilization embryo transfer (IVF ET) involves the transfer of the donated embryo into the surrogate's uterus.

If the surrogate is not having menstrual periods due to ovarian failure, she must receive treatment with hormonal drugs (usually estrogen and progesterone) to substitute for the ovarian failure. This may require one or more trials of hormone induced menstrual cycles prior to the embryo(s) transfer in order to determine the optimum treatment required for uterine development suitable for the transfer of the embryo(s). This treatment may utilize estrogen and progesterone in various protocols, the purpose of which is to attain blood levels of these hormones which will mimic the normal menstrual cycle. In the event the surrogate is having menstrual periods, the cycles may need to be regulated by medications (usually Lupron, estrogen and progesterone) to prepare the uterus for embryo implantation.

Embryo transfer requires placement of the embryo(s) into the uterus by means of a small plastic tube inserted through the cervix. Blood samples will be obtained before and after embryo transfer to determine if hormone levels are normal and if pregnancy has occurred.

The aforementioned steps may not result in a pregnancy, even after several attempts. Because in vitro fertilization embryo transfer is a new medical procedure, insufficient data is available to express an exact success rate.

### **Risks And Hazards**

There are risks and hazards to the gestational surrogate related to the performance of the planned diagnostic, surgical and laboratory procedures, including, but not limited to the following:

1. Blood tests may cause mild discomfort and a risk of developing a bruise and/or infection at the needle site.
2. The risk of ectopic pregnancy is approximately 5%. Ectopic pregnancy requires surgery for removal and may require removal of the involved fallopian tube(s).
3. Transferring the embryo(s) into the uterus may cause discomfort and a risk of developing an infection or bleeding.
4. The transfer of multiple embryos from a donor into the uterus may result in a multiple pregnancy with an inherent increased risk of multiple births, miscarriage, premature labor and delivery, and increased maternal risks.
5. Assisted reproductive technologies may be associated with psychological anguish or distress.

### **Absence of Guarantee**

The procedure may be canceled for any number of reasons. Moreover, the physician and his/her associates do not and cannot guarantee that pregnancy will occur, even after several attempts for reasons including, but not limited to the following:

1. The time of egg maturation may be unpredictable and misjudged. Sufficient follicular development and maturation may not occur, this precluding any attempt to obtain an egg(s).
2. Recovery of an egg by needle aspiration may be unsuccessful.
3. The egg(s) may not mature in the laboratory environment.
4. A suitable semen specimen may not be available at the time it is needed. A frozen specimen may not have an adequate number of viable sperm after freezing and thawing.
5. Fertilization may not occur.
6. The embryo(s) may not develop sufficiently to be transferred.
7. Transfer of the embryo(s) may not be successful.
8. Implantation of the embryo(s) into the uterus may not occur.

### **Acknowledgement**

I understand that the undersigned physician(s) and his/her associates have not made any implied guarantee or warranty to us regarding the outcome of the embryo transfer that I am about to undergo.

I understand that if pregnancy is achieved, followup obstetrical care will be required. This may be undertaken by the obstetrician of my choice and might require careful biochemical and biophysical monitoring (ultrasound examinations, hormone tests, amniocentesis, etc.) to determine the well being of the fetus and/or the mother.

I understand that the undersigned physician(s), his/her associates, and the other Providers, unless compelled by law, will make all reasonable efforts to keep information about me during the course of our treatment confidential. I agree that specific medical details may be revealed in professional publications, as long as my name is not mentioned. I understand that my name will not be revealed to the media, or to any other person without my authorization.

I understand insurance coverage for all or any part of the total procedure may not be available and I understand that the commissioning couple is limited to paying to me only reasonable living, legal, medical, psychological and psychiatric expenses that are directly related to testing the prenatal, intrapartal and postnatal periods.

I understand future legislation or common law may develop which would invalidate or render illegal portions, or all of this consent and under that circumstance it will be modified to conform to the new law.

### **Consent**

I have read the "Consent for Gestational Surrogacy" and understand the procedures, the potential risks and hazards associated with the procedures. I have been afforded the opportunity to ask questions regarding this process and have received answers to my satisfaction. I sign this form freely and voluntarily. By my signature below, I consent to the procedures enumerated herein.

I authorize the University of South Florida-Fertility Program, its personnel, the physician, any person under the physician's direction or responding to his orders to perform all necessary tests and procedures and to administer all necessary medications and treatments.

**Release And Indemnification**

I understand these are new clinical procedures and unknown risks may exist related to pregnancy achieved by this method. I therefore release the Providers from any and all claims, demands, costs, expenses, and loss of services incurred as a result of my participation in the program, including, but not limited to those associated with the birth of a child.

I expressly agree to defend, indemnify and hold harmless the Providers from and against any and all claims, losses, damages, costs, expenses (including costs of litigation and attorneys' fees incurred in any litigation or administrative proceeding any and appeals therefrom) and liabilities, actions, cause of action, suits or other claims arising out of or in any way related to my participation in the Assisted Reproductive Technology Program.

_____ Gestational Surrogate	_____ Date	_____ Witness	_____ Date
_____ Patient (Genetic Embryo Couple)	_____ Date	_____ Witness	_____ Date
_____ Husband/Significant Other (Genetic Embryo Couple)	_____ Date	_____ Witness	_____ Date

I have consulted with and explained the contents of this consent form to the couple who have signed above.

_____ Treating Physician	_____ Date
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This consent will be accompanied by a legal contract from attorneys representing both parties  
(Gestational Surrogate and Commissioning Genetic Embryo Couple).