

Saint Mary's Managed Clinical Service

Information for Patients

STORAGE OF GAMETES AND EMBRYOS WITH ST MARY'S HOSPITAL, DEPARTMENT OF REPRODUCTIVE MEDICINE (0067)

Before licensed fertility treatment can take place, all patients are required by law to give informed written consent instructing how their sperm, eggs, embryos are used and stored.

On 1 July 2022, new laws governing the storage of gametes and embryos came into effect.

It is important that, before completing your consent forms and commencing treatment, you understand what instructions we require from you and the implication of your choices.

The following information details key aspects of storage regulations that you need to be aware of. Please carefully review the below to ensure you are satisfied that you have received sufficient information.

If there are any aspects that you feel have not been covered or you would like to obtain further information or clarification, please contact the clinic to discuss this

CRYOPRESERVATION

Your eggs and blastocysts will be cryopreserved using a rapid freeze technique called vitrification, your sperm and cleavage embryos will be cryopreserved via slow freezing. All egg/s, sperm and embryo/s will be stored at Saint Mary's Hospital Department of Reproductive Medicine. In a few cases your eggs, sperm or embryos may need to be stored in a different centre. If this is the case, this will be discussed with you.

- 1) St Mary's Hospital, Department of Reproductive Medicine (0067) Viral screening (for Hepatitis B, Hepatitis C, HIV and HTLV) is required on all gamete providers (patient, partner, or donor) before cryopreservation takes place to mitigate the risk of cross contamination between samples. Any patients who are found to test positive for any viral diseases will be 'satellited' to Manchester Fertility (0033) or the

Hewitt Centre in Liverpool to enable any eggs, sperm, or embryos to be stored in their dedicated viral positive tanks.

- 2) Following egg collection and embryo creation, any good quality embryos not replaced within that cycle may be cryopreserved, stored, and transferred later. It is important to understand that there is a small risk of deterioration or loss of viability of gametes or embryos because of the cryopreservation (freezing) and / or storage process.
- 3) No assurance can be given that any such egg/s or sperm/s will survive the thawing process or be able to undergo fertilisation. This will be discussed with you at your appointment and information specific to your treatment provided.

CONSENT - The consent renewal process is set out in law.

- 1) Completion of the HFEA's consent forms is required by gamete providers (patient, partner, or donor) before treatment and cryopreservation (freezing) can take place. Storage consent can be varied (including to allow donation to research or use for training) or withdrawn at any time.
- 2) Egg/s, sperm/s and embryo/s can be stored up to a maximum of 55 years. 10 years from the date of cryopreservation, and every ten years thereafter, completion of consent forms, by the gamete (egg or sperm) provider to renew storage **must** be undertaken to continue storage. Consent to further storage does not need to be provided donors. Storage should only be continued if you intend to use the embryos for your own treatment.
- 3) You will be contacted more than 12 months prior to the expiry of the 10-year consent period to seek renewal consent to store for up to 10 more years. You will have the opportunity to discuss the implications of renewal with our medical and counselling team before renewing your consent. It is important, therefore, that you update St Mary's Hospital, Department of Reproductive Medicine (0067) with changes to your address, telephone number and/or other contact details. Every reasonable effort will be made to reach you, however, if we are unable to make contact and obtain consent, St Mary's Hospital, Department of Reproductive Medicine (0067) is required, by law, to cease storage and dispose of any egg/s, sperm, or embryo/s.
- 4) In the case of embryos, should one or both gamete providers not renew their consent to storage the law allows centres to continue to lawfully store embryos for a further six months after the end of the renewal period if one or both patients (gamete providers) do not renew their consent to storage of their embryos within the renewal period. This means embryos can potentially remain in storage lawfully for up to 12 months after the end of the consent period.

- 5) If renewal consent forms are not completed, withdrawal of consent is assumed and St Mary's Hospital, Department of Reproductive Medicine (0067) is required, by law, to cease storage and dispose of any egg/s, sperm/s, or embryo/s.
- 6) The consent of both gamete providers is needed to store and extend the storage of embryos.
- 7) If your embryos have been created using donor gametes (egg/s or sperm/s), you will be informed on the length of storage that the donor has consented to. Such embryos can be stored up to the maximum period specified by the donor. Your donor will not be required to complete renewal consents to continue the storage of your embryo/s.

FEE PAYING PATIENTS ONLY

- 1) It is important to be aware that the consent process is separate to the financial agreements made in relation to cryopreservation (fee paying patients). Following the initial storage period of your gamete/s and/or embryo/s, you will be required to pay an annual fee to continue storage. St Mary's Hospital, Department of Reproductive Medicine (0067) will store gamete/s and/or embryo/s for the period instructed on the consent forms. Your gametes or embryos can only be used once total payment is received.
- 2) The initial storage period and the annual storage fees will be set out in your costed treatment plan for fee paying patients prior to treatment commencing. It is important, however, to be aware that all our fees are subject to change and, particularly with longer-term storage, consideration of the financial implications should be given.

POSTHUMOUS USE & MENTAL INCAPACITATION

When providing consent to storage, you will be asked to provide instructions on what you would like to happen to your egg/s, sperm, and embryo/s in the event of your death or mental incapacitation.

- 1) In the event of death or mental incapacitation, your gametes and/or embryo/s may be used by your partner. You will be asked to name your partner on the relevant HFEA consent forms to facilitate this. If consent is completed without providing a named person, your partner will not be able to use your gametes and/or embryo/s in the event of death or mental incapacitation.
- 2) If you do not have a partner at the time of cryopreservation and you subsequently meet one, should you wish to do so, you can update your consents to name this

person, prior to death which will then allow them to use your gametes and/or embryo/s in the event of death or mental incapacitation.

- 3) It is important to understand that changes to personal circumstances can affect your consent decision, for example separating from a partner or getting a new partner. You should inform St Mary's Hospital, Department of Reproductive Medicine (0067) of changes at your earliest convenience so that your wishes can be carried out in the event of your death or mental incapacity.
- 4) In the event of death or mental incapacitation, gametes must legally be removed from storage no more than 10 years from the date of the gamete providers' death or loss of mental capacity, as certified by a medical practitioner. Embryos must legally be removed from storage 10 years and 6 months from the date of the gamete providers' death or loss of mental capacity.
- 5) Please note, the storage period after death cannot exceed the maximum storage period of 55 years from the date of first storage
- 6) If you consent to a period of less than 10 years then this will be the period that gametes and embryos can, by law, remain in storage following death or incapacitation. Therefore, you should be aware that doing so may mean that you do not benefit from the full 10-year period that is permitted by law.
- 7) If you wish for your partner to be able to conceive a child following your death, then it is important to provide consent for your gametes (egg/s or sperm) to be used to create embryos (HFEA MT & WT Forms, section 6.1 & 6.2). Selecting no to these questions will prevent the creation of embryos using your gametes, and their use in treatment, thus, no pregnancy can be achieved following your death.
- 8) It is possible to be registered as the legal parent of a child conceived using your gametes or embryos after your death by providing consent to this using the appropriate HFEA consent form.
- 9) In the event of death or mental incapacitation, the consent of the living gamete provider is required for embryo storage to continue. You will be contacted 12 months prior to the storage end date to complete renewal consents.
- 10) If the living gamete provided withdraws their consent to storage at any point in the 10-year posthumous/mental incapacitation period, any unused gamete/s and/or embryo/s will be removed from storage and disposed of.

Surrogacy Arrangements

- It is possible for your gametes and/or embryos to be used in the treatment of others following your death or mental incapacitation via donation or within surrogacy arrangements. However, you should be aware that doing so requires the completion of further consents forms and screening tests which are not covered by your NHS entitlement, and you are required to pay for these tests. Total costs will be discussed with you at an appointment upon request and a costed treatment plan provided.
- If you wish for your gamete/s or embryo/s to be used in this way, it is essential to contact the clinic at your earliest convenience to complete the relevant tests and documentation. You will also be offered counselling from our specialist fertility counsellors, information on the process, costs for surrogacy arrangements and a costed treatment plan provided.