AGREEMENT BETWEEN [ENTER CENTER NAME]
AND REPROTECH, LTD.

Be it resolved that the purpose of this agreement is to define the conditions under which ReproTech, Ltd.(RTL) is the exclusive provider of long-term storage services for cryopreserved ovarian & testicular tissue originating from at [ENTER CENTER NAME], [ENTER CENTER ADDRESS].

I. General Terms and Conditions:

1. It is understood that RTL will list the [ENTER CENTER NAME] site(s) providing ovarian or testicular tissue cryopreservation services for patients with a cancer or other fertility threatening diagnosis on its Fertility Preservation Network listing on its website (www.reprotech.com).

2. It is understood that [CENTER NAME] will transfer patients' cryopreserved ovarian or testicular tissue specimens to RTL, after they have completed ovarian or testicular tissue cryopreservation procedures. These specimens will include patient samples of ovarian or testicular tissue and accompanying patient plasma samples.

II. ReproTech, Ltd. Responsibilities

1. Forms and literature

ReproTech will provide the necessary packets of patient account forms (ovarian tissue or testicular tissue) and support literature required to facilitate a smooth process for both the patients and [CENTER NAME] staff. These forms will include:

Registration
Transfer to ReproTech Authorization
Storage Agreement
Treatment History
Infectious disease addendum (please provide to patients in case it is needed after testing results are received)
Specimen Transfer Data (not in packet, but provided to lab staff)

2. Specimen Transfers

a. ReproTech will provide specimen transfers on an as needed basis for [CENTER NAME]. Every attempt will be made to coordinate shipments of non-infectious tissue to include as many patients as possible in order to keep the shipping fees economical. If the specimens to be transferred are classified as "potentially infectious" they will require separate shipping and all associated fees will be the responsibility of the patient.

b. If [CENTER NAME] does not have short-term storage capabilities, RTL will ship a dry shipper to [CENTER NAME] prior to the ovarian or testicular tissue retrieval to allow [CENTER NAME] to place the cryopreserved tissue directly into RTL's shipper for immediate transport to RTL for storage. All patient account forms must be completed and provided to RTL before a dry shipper can be sent.

c. RTL will provide dry shippers dedicated to the transport of either non-infectious or potentially infectious cryopreserved ovarian or testicular tissue and plasma.

3. Storage Parameters

a. ReproTech will provide long-term storage of cryopreserved testicular tissue and accompanying plasma samples at one of its four locations in accordance with Federal/State Regulations, American Society of Reproductive Medicine (ASRM) Guidelines, and currently American Association of Tissue Banks (AATB) Standards. The specific ReproTech storage location will be determined by distance and courier shipping costs.
    a. ReproTech MN – 33 Fifth Avenue NW, STE 900, St. Paul MN 55112
    b. ReproTech FL – 4661 Johnson Rd., STE 2, Coconut Creek FL 33073
    c. ReproTech NV – 14820 Kivett Lane, Reno NV 89521
    d. ReproTech TX – 530 Clara Barton Blvd, STE 120, Garland TX 75042

b. RTL will provide storage services for cryopreserved ovarian and testicular tissue identified as "potentially infectious" due to a reactive or positive patient infectious disease test result. The patient will be required to complete an additional form (addendum).

4. Storage Conditions and Monitoring

a. All tissue and plasma will be stored in the liquid phase of nitrogen. Each storage tank will be continuously monitored by a Vaisala Monitoring system which monitors storage temperatures and alerts RTL staff if storage conditions are outside of acceptable parameters.

b. Tissue and plasma identified as "potentially infectious" will be stored in the vapor phase of nitrogen with other such identified tissue but stored in separate canisters or tanks by disease type.

5. Fees

a. ReproTech will assess patients directly for all fees, including transfer of patient samples to ReproTech, ostorage of patient samples at ReproTech and shipping of samples to other locations for use or storage. These fees will be paid by the patient according to current fees published on ReproTech, Ltd. website (www.reprotech.com).

6. Marketing

ReproTech has developed a brochure aimed at newly diagnosed cancer and other patients and oncology staff. RTL also has a continually evolving website and website marketing, as well as oncology center visits and informational mailings to area oncologists. These materials will direct patients to the Fertility Preservation Network on RTL's website (www.freezingcenters.com or www.reprotech.com). Additionally, patients will be referred to Fertility Preservation Network members when fertility preservation services are needed.

III. [ENTER CENTER NAME] Responsibilities

1. Scheduling and Paperwork

a. [CENTER NAME] will require all of their patients to complete ReproTech forms prior to transfer of the tissue to ReproTech.

b. [CENTER NAME] will provide ReproTech with completed "packets" of ReproTech forms, which ReproTech provided and the patients have completed.

c. ReproTech recommends that each storage patient complete infectious disease testing for anti – HIV 1 and 2, anti- HCV and HBsAg (surface antigen) prior to cryopreservation. [CENTER NAME] will provide ReproTech with these patient testing results if available.

d. [CENTER NAME] will provide ReproTech with all infectious disease testing, and a written summary of records for patients whose tissues have completed donor eligibility determination. It is understood and agreed that, for ovarian tissue patients, previous Oncofertility Consortium (OFC) protocol did not require completion of donor eligibility determination since tissue is most often intended for autologous use or for use with a sexually intimate partner, and [CENTER NAME] will decide whether to complete donor eligibility determination based on their own Institutional Review Board (IRB) protocols. For testicular tissue patients, it is understood and agreed that University of Pittsburgh Magee-Womens Research Testicular Tissue Cryopreservation Study protocol does not require completion of donor eligibility determination since tissue is most often intended for use with a sexually intimate partner, and [CENTER NAME] will decide whether to complete donor eligibility determination based on their own IRB protocols. Any patient whose intent may include anonymous donation of their tissue or use with a gestational carrier will be tested and screened according to current state and federal laws governing anonymous reproductive tissue donors of leukocyte rich tissues. These test results and resulting Summary of Records will be made available to ReproTech before shipping the tissues to ReproTech.

e. If donor eligibility determination is completed, [CENTER NAME] will obtain all data required for reproductive tissue donor eligibility determination (i.e., screening, physical examination, history of high risk behavior/exposure and

sexually transmitted disease testing). [CENTER NAME] will provide RTL with copies of said data and information prior to transfer of cryopreserved ovarian and testicular tissue to RTL. For ovarian tissue patients, RTL cannot ensure that the data and information provided to RTL, prior to specimen transfer, will be sufficient to permit the use of oocytes resulting from cryopreserved ovarian tissue in a known or directed donor tissue recipient or the patient herself. For testicular tissue patients, RTL cannot ensure that the data and information provided to RTL, prior to specimen transfer, will be sufficient to permit the use of semen resulting from cryopreserved testicular tissue in a known or directed donor tissue recipient or a sexually intimate partner.

2. Specimen Transfer protocol

    a. [CENTER NAME] will provide designated staff to be involved in the specimen transfers to ReproTech to ensure a smooth process.

    b. [CENTER NAME] will transfer all of the cryopreserved ovarian and testicular tissue and accompanying plasma samples owned by each patient to ReproTech.

    c. [CENTER NAME] will provide ReproTech with copies of the laboratory records including the freezing data, labeling information for all specimens and RTL's completed Specimen Transfer Data form, which documents the data for the specimen(s) transferred.

IV. Indemnification

Each party shall hold the other party harmless for actions performed by the other party. Agreed to by:

_____
[ENTER CENTER NAME] – Signature

_____
Printed name

_____
Its

_____
Date

_____
ReproTech, Ltd. – Signature

_____
Printed Name

_____
Its

_____
Date

Please sign and return to:

Lea Wilcox
Fertility Preservation Network Manager
lhwilcox@reprotech.com
33 Fifth Ave NW STE 900
St. Paul, MN 55112
651-478-5611 phone
651-489-0442 fax

A signed original will be returned to the person signing the agreement.