

Exhibit 9 –
NW Cryobank
Therapeutic Donor
Insemination (TDI)
Donor Consent
Testing and
Compensation
Agreement



Spokane,WA Missoula,MT, Pullman,WA

THERAPEUTIC DONOR INSEMINATION (TDI) DONOR CONSENT, TESTING, and COMPENSATION AGREEMENT

1-Waiver of all parental rights & responsibilities and the use of specimens

I agree and understand that the semen specimens I donate to NW Cryobank may be used for the purpose of causing pregnancy through artificial insemination by clients of NW Cryobank, other testing, research, or product development. Embryos created using my specimens may at some time be donated to someone other than the initial client, or the embryos may be destroyed, or used in research upon request by the client. I agree not to attempt to seek the identity of the persons who may ultimately use my donations for any purpose. I agree that I am acting as an anonymous donor and will make these donations of my free will, and that I will have no responsibility for parental obligations, nor seek to have responsibility (parental rights) for any product of conception created through the use of my donations. I understand that my stated medical history information may be disclosed to potential recipients and their physicians. My name and address will be kept on file with NW Cryobank, and will be kept confidential and not released without consent by me unless required to release in accordance to federal and state law. If I decline anonymity by a signed written statement, I release NW Cryobank from any liability associated with the release of my identity to real or potential clients.

donor initials

2-Donor Obligation for Screening Tests

I agree that upon submitting to donor disease screening I accept full financial responsibility for those screening charges if I subsequently decide not to participate as a donor for any reason. I understand that those screening charges are not insignificant and may exceed two thousand dollars. I agree that if I fail to complete all required testing in a timely manner, any monies spent in testing, or given to me for my semen specimens will have been obtained in bad faith, and I agree to return such monies to NW Cryobank within a period of three months of my failure to meet my donor obligations of either donations made or testing schedules. Failure to follow the prescribed testing and donation schedule put forth by NW Cryobank will make any specimens donated unusable for their intended purposes.

I will be released of this obligation to pay NW Cryobank for donor testing if I fail to pass the initial disease screening put forth by NW Cryobank for reasons that are not controllable or treatable, or once I have met my minimum of 50 acceptable donations to the program and completed the quarantine testing to clear said specimens for TDI use. If I develop a preventable communicable disease while enrolled in the TDI program, I realize I will still be responsible to receive follow-up laboratory testing at the expense of NW Cryobank, and that I will not receive any money held in reserve.

donor initials

3-Donor Compensation, Quarantine, and Participation

I have been advised to abstain from ejaculation for 48 hours prior to each donation and to collect the sample by masturbation. I agree to report any changes in the status of my health, especially in regards to sexually transmittable infections, or new sexual contacts I may have while participating as a TDI donor, and for a period of six months after termination of participation. I further agree that upon successful timely completion of any and all donor testing as requested by NW Cryobank I will be compensated per specimen accepted for TDI use as follows. Compensation for any specimen donated that meets the minimum standards for TDI use, as set by NW Cryobank, will be at the minimum rate of _____ dollars. If any donated specimen has a sperm count high enough to provide for more than the minimum specimen production, my compensation for that specimen will be increased in units of ten dollars (sperm count dependant), to a maximum of _____ dollars for any one specimen.

All but ten dollars of the compensation for each specimen will be paid to me at the end of each month by NW Cryobank. The monies withheld from my monthly remuneration will be paid to me upon completion of the required six-month quarantine testing for those respective specimens. If my semen specimens do not provide at least 20 million motile sperm upon test thaw, I will not be compensated at the normal TDI rate for that specimen as such specimens cannot be used for the TDI program. If such specimens are deemed acceptable for research use, the total compensation will be \$20.00 for the entire specimen. I further agree that while participating in the donor program, I will donate at an average rate of not less than once per week, and for a minimum of 50 acceptable TDI specimens unless I notify NW Cryobank as noted below under termination. NW Cryobank will make a reasonable attempt to accommodate my schedule should I need to leave the program for any period in excess of 2 weeks provided I notify NW Cryobank in advance of the absence.

donor initials

4-Future Contact

I agree to report any new information I may learn of my genetically linked health history to NW Cryobank which was not detected during the screening process, during participation as a donor and for six months following my last donation, even though these may not constitute a change in my health status. I consent to be contacted periodically after termination from the TDI program in order to provide updated information regarding my health and knowledge of genetic factors. I agree to keep the TDI program informed of my current address over a long-term period in order to facilitate such communication. I also agree to future contact by NW Cryobank as Cryobank may act as a third party to facilitate potential contact by legal aged donor children produced by my participation in this donor program, or by other parties as I have indicated in writing. I understand that NW Cryobank has no liability should I wish to reciprocate or communicate with third party contacts that I may choose to make or have agreed to make with NW Cryobank.

donor initials

5-Termination of Donor Participation

I understand that I may terminate my participation as a donor with a two-week notification in writing to NW Cryobank once I have met the minimum donation level of 50 specimens, and that the TDI program can stop my participation in the donor program by verbal notification at any time. In this scenario, I will not be obligated to repay NW Cryobank for any donor payments received or for any medical costs associated with production of sperm vials.

I understand that I may request termination of participation at any time during the donation process and that I may also withdraw my consent to donate up to such time that a specific recipient has begun an assisted reproduction cycle using my sperm. I understand that should I exercise this option, I will be responsible to repay NW Cryobank for all costs associated with production of said sperm to include donor fees paid and all medical costs.

donor initials

This agreement is entered into this ____ day of _____ 20____.

Cryobank printed

Donor name printed

Cryobank signature

Donor signature