



# Intracytoplasmic Sperm Injection (ICSI) Service Agreement

## CLIENT INFORMATION

NAME: \_\_\_\_\_

OWNER     AGENT     LESSEE

BILLING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## DONOR MARE IDENTIFICATION

MARE: \_\_\_\_\_

DATE OF BIRTH: Month \_\_\_ Day \_\_\_ Year \_\_\_

BREED: \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

NOTE: Mare owners need to have a stallion authorization form on file for the stallion(s) sperm they wish to utilize, otherwise Genetech will not perform ICSI. Shipment of semen to Genetech is the responsibility of the mare owner or agent. The semen must be received by Genetech by the morning of the day that ICSI is performed.

SIGNATURE OF OWNER/AUTHORIZED AGENT OF MARE

DATE

## STALLION IDENTIFICATION

STALLION #1: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

STALLION #2: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## DESIRED EMBRYO DESTINATION:

NUMBER OF EMBRYOS TO TRANSFER FACILITY

\_\_\_\_\_ (EXAMPLE 1, 2, 3....., ALL, ETC.)

NUMBER OF EMBRYOS TO VITRIFY

\_\_\_\_\_ (EXAMPLE 1, 2, 3....., ALL, REMAINING, ETC.)

TRANSFER FACILITY: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The Intracytoplasmic Sperm Injection (ICSI) Services Agreement (“**Agreement**”) is entered into by and between GENETECH (“**Genetech**”), and Owner/Lessee/Agent shall be collectively referred to as (“**Client**”).

1. Genetech shall provide intracytoplasmic sperm injection, in vitro production of embryos, freezing, storage, and shipment of any resultant embryos (“**Services**”) as more fully described in the fee schedule. Deliverables shall consist of transferrable fertilized embryos (e.g., mature blastocysts). Additional work shall be performed only if authorized in advance by written amendment to this Agreement, this Agreement shall take precedence.

2. Client will have an oocyte(s) recovered from its mare, the “Donor Mare” and shipped to Genetech. Client has or will enter into an agreement with the owner of the stallion to contribute semen to fertilize the oocyte(s). Client will arrange at client’s expense to ship the oocyte(s) and any frozen or chilled donor semen to be received before (at the latest) the day of oocyte receipt to Genetech. Client shall be responsible for all transportation costs of all materials sent to and sent from Genetech related to this Agreement including express mail courier/airline shipping charges, courier service charges, and return freight charges. Client shall be responsible to obtain any insurance it deems appropriate including for example to cover any loss or damage to oocytes, sperm, embryos, and cells during the time the oocyte(s) and sperm are shipped to Genetech, during the time stored there, and during the time any material is shipped from Genetech. Client shall be responsible to purchase insurance it deems appropriate to cover the Donor Mare, and/or Donor Mare’s foal, Donor Mare’s Pregnant recipient, and in-uterus foal. Genetech is not responsible to insure stored or shipped embryos, sperm, and/or biopsied cells. Any claims for shortages of or damages to any frozen donor semen or Deliverables suffered in transit are the responsibility of the Client and shall be submitted by the Client directly to the carrier. Client is responsible for fulfilling all Breed Registry rules and regulations including, for example, brand inspections required by law.

3. Client shall complete the Mare and Stallion Identification part of this agreement for each mare and stallion involved in any procedure requested of Genetech. Client agrees to the terms in this agreement and represents and warrants that the information it provides is accurate and shall update any information if there are any changes.

4. Genetech shall evaluate the oocytes, attempt to mature them, and if matured, fertilize them via ICSI to try to produce embryos. Genetech shall perform the services requested by Client according to the Fee Schedule in this agreement. Client agrees to pay Genetech for each service requested in the amount described in the Fee Schedule. Such payments shall be made in accordance with the terms of this agreement. Genetech may terminate or suspend service at any time it deems appropriate including for example if there is any disagreement between parties or if Client fails to pay or perform any of its obligations.

5. Genetech can store the frozen embryo for \$25 for each embryo per month up to 4 embryos and will take reasonable efforts to maintain frozen embryos in proper storage conditions, but Client agrees to accept all risks and be responsible for all losses or damage during Genetech’s storage. In the event Client and Genetech do not agree in writing to the continued storage of frozen embryos and Client has not notified Genetech in writing about other storage arrangements, or in the event Client has not timely paid Genetech for any service provided, Genetech may at any time permanently destroy the embryos.

6. Client understands and agrees that many factors impact upon successful embryo production, transport, and/or establishment of pregnancy, and that although Genetech shall use its best efforts to perform the services required by this Agreement, Genetech does not guarantee success of the procedures. If ICSI does not result in embryo production or pregnancy, Client’s damages shall be limited to Genetech’s continuing obligation to complete the same subject to the following limitations (all at the Client’s sole expense and risk):

If after six (6) months of the signing date of this contract the Client is unable to recover an oocyte from the Donor Mare, a blastocyst is not produced, or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, Genetech or Client shall have the right to declare this Agreement terminated. In such an event, Client shall pay Genetech all sums due under this Agreement. Thereafter the Parties shall have no further obligations to one another.

7. Client is responsible for parentage testing of any foal produced by any embryos shipped by Genetech. Client acknowledges there is inherent risks with respect to parentage in connection with the services and procedures provided by Genetech and, except in the case of willful negligence or willful misconduct of Genetech, Client accepts responsibility for all results from such services and procedures,

including for example all loss or damage to the embryos whether by mishandling, infection, theft, loss or otherwise. Client shall bear sole responsibility to insure or to self-insure against damage, loss or injury including destruction or damage or loss to any oocytes or embryos, semen, or production of embryos with incorrect parentage not solely caused by the willful negligence or willful misconduct of Genetech. Genetech is not responsible for any service or conduct of third parties including for example biopsy diagnostics, embryo warming, transportation, identification, or labeling, or for any loss or damage caused in whole or in part by any third party. GENETECH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

8. Except for any willful negligence or willful misconduct of Genetech, Client agrees to indemnify and hold Genetech harmless for all demands, claims, losses, damages, and expenses arising out of or related in any way to this agreement including for example related to incorrect parentage, any accident, damage or death to any Donor Mare or Donor Mare’s foal, Donor Mare’s recipient, and any loss or damage to any oocytes, sperm, embryo, and cell. Client agrees Genetech shall in no event, even for willful negligence or misconduct, be responsible for consequential, special, or exemplary damages, and in any event the maximum amount for which it shall be responsible is the amount paid by the Client to Genetech for its services. If embryos or semen are thawed, lost, or damaged, or if embryos are produced with incorrect parentage, due solely to the willful negligence or willful misconduct of Genetech, the maximum amount for which Genetech may be responsible or liable is:

- a) For each straw of semen lost or damaged, the estimated value of the production costs to collect and process the semen, which is \$15 per straw.
- b) For each embryo that is lost or damaged, the estimated value of the embryo will be the fees charged by Genetech for in vitro embryo production and handling, and, if applicable, for vitrification; and
- c) If incorrect parentage is found from genetic analysis of embryos, or foals resulting from embryos, the estimated value of the loss will be the fees charged by Genetech for in vitro embryo production and handling, and, if applicable, for vitrification.

9. Upon completion of Services or termination of this Agreement, by Client’s written request, Genetech shall return any unused frozen semen, at Client’s sole cost and expense. Absent such request, Genetech shall destroy or dispose of it according to its established procedures.

10. The parties agree to comply with all applicable orders, rules, laws, and regulations.

#### 11. Termination.

11.1. For Convenience. Genetech reserves the right to discontinue Services at its discretion and to terminate this Agreement upon ten (10) days’ notice to Client.

11.2. For Cause. Genetech may terminate this Agreement upon the material breach of this Agreement by Client, by giving Client ten (10) days’ prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by Client within ten (10) days of receipt of the notice, this Agreement may be immediately terminated by Genetech upon written notice to Client. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a “material breach” of this Agreement for the purposes of this provision.

11.3. Payment Obligation Upon Termination. Upon termination of this Agreement, Client shall pay Genetech the pro rata fees for the Services through the date of notice of termination was effective, and all costs and any non-cancelable obligations incurred by Genetech up to and including the date of termination.

12. If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

13. This Agreement shall be construed pursuant to Oklahoma law.

14. No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

15. If someone other than Owner/Lessee signs this Agreement, the signer acting as Agent for the Owner/Lessee represents and warrants that they are authorized by Owner/Lessee to execute this Agreement and has the authority through the authorized signature of the Owner/Lessee to make any and all decisions regarding Donor Mare oocytes, donor semen, and embryos. Owner/Lessee shall be bound by the terms of this Agreement. The Agent shall be fully responsible for all charges incurred under this Agreement and shall indemnify, defend, and hold harmless Genetech from any claim that such person lacked the right or authority to execute this Agreement. All references in this Agreement to Client, Owner/Lessee, and Agent shall be deemed binding upon the person signing this Agreement and the Client, and Owner/Lessee.

16. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

<b>FEE SCHEDULE</b>	
<b>ICSI &amp; Maturation from Shipped OOCYTES Fee</b> – Initial session for injection of sperm into oocyte(s) (ICSI) & maturation	<b>\$ 600.00</b>
<b>ICSI &amp; Maturation from Shipped OVARIES Fee</b> – Oocyte collection, culture and sperm injection into oocyte(s) (ICSI) & maturation	<b>\$ 1,200.00</b>
<b>Additional Fertilization Fee</b> – From a 2 <sup>nd</sup> stallion in the same cycle	<b>\$ 350.00</b>
<b>Embryos Production Fee</b> – Per embryo (blastocyst) produced	<b>\$ 850.00</b>
<b>Embryo Cryopreservation Fee</b> – Vitrification per embryo	<b>\$ 350.00</b>
<b>Embryo Warming Fee</b> – Per embryo	<b>\$ 250.00</b>
<b>Embryo Biopsy Fee</b>	<b>\$ 600.00</b>
<b>Shipping Embryos or Biopsied Cells Fee</b>	<b>\$ Varies by Location</b>
<b>Embryo Handling Fee</b> - Evaluation and packing of embryos	<b>\$ 50.00</b>
<b>Frozen Embryo Storage Fee</b> – monthly up to 4 embryos	<b>\$ 25.00</b>
<b>Container Return Fee</b>	<b>\$ Varies by Location</b>

# CREDIT CARD AUTHORIZATION

M/C \_\_\_\_\_ VISA \_\_\_\_\_ AMEX \_\_\_\_\_ DISCOVER \_\_\_\_\_

NAME ON CARD \_\_\_\_\_

BILLING ADDRESS OF CARDHOLDER: \_\_\_\_\_

\_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_

EXP DATE \_\_\_\_\_ CVV \_\_\_\_\_ ZIP CODE \_\_\_\_\_



*I understand this card or any other card I provide GeneTech Animal Reproduction in the future will be charged when any charges are due.*

CLIENT SIGNATURE \_\_\_\_\_

*With my signature, I agree and authorize my credit card to be charged for any and all charges on any of my donor mare oocytes and embryos. I understand that only by written notice may this authorization be suspended, however, all charges that are due WILL be charged up and until the authorization has been suspended.*