

## Cord Blood Storage Agreement

Please read details of our payment plans at <http://www.biocell.com.au/whats-the-cost> or <http://www.cellsense.com.au/specials-prices> before signing this Agreement.

This Agreement comprises the following sections:

- Personal details
- Medical questionnaire which must be signed by the mother of the baby whose cord blood is to be collected, and witnessed by a qualified healthcare professional
- Terms and conditions
- Payment details
- Signature section

Please read and fill out each section of this Agreement, ensure all necessary signatures are included and return it to us at: **PO Box 7544, St. Kilda Rd, Melbourne, VIC 8004**, by fax to **(03) 9820 5226** or by email to [info@biocell.com.au](mailto:info@biocell.com.au) or [info@cellsense.com.au](mailto:info@cellsense.com.au)



Toll Free - 1800 005 541



Toll Free - 1800 071 075

# Cord Blood Storage Agreement

## PERSONAL DETAILS

### MOTHER'S DETAILS

Last Name	First Name	
Maiden Name	Date of Birth	
First and last name under which you are booked into hospital		
Home Address		
Suburb	State	
Postcode	Home Phone	
Mobile	Fax	
Occupation	Work Phone	
Email Address		
Ethnicity	Arctic (Siberian, Eskimo) <input type="checkbox"/>	Native American <input type="checkbox"/>
	Caucasian (European) <input type="checkbox"/>	North East Asian (eg Mongol, Korea, Japanese) <input type="checkbox"/>
	Caucasian (Indian) <input type="checkbox"/>	Pacific (eg Polynesian, Micronesian) <input type="checkbox"/>
	Caucasian (Middle East) <input type="checkbox"/>	South East Asian (eg Chinese, Thai, Malay) <input type="checkbox"/>
	Caucasian (North African, Other) <input type="checkbox"/>	West African, Bushmen, Ethiopian <input type="checkbox"/>
	Indigenous Australian <input type="checkbox"/>	Other Race <input type="checkbox"/>
Preferred Communication Method: <input type="checkbox"/> MOBILE <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> EMAIL <input type="checkbox"/> FAX		

### BIOLOGICAL FATHER'S DETAILS (optional, with the exception of ethnicity, which is to the best of your knowledge)

Last Name	First Name	
Date of Birth	Home Phone	
Mobile	Work Phone	
Email Address		
Ethnicity	Arctic (Siberian, Eskimo) <input type="checkbox"/>	Native American <input type="checkbox"/>
	Caucasian (European) <input type="checkbox"/>	North East Asian (eg Mongol, Korea, Japanese) <input type="checkbox"/>
	Caucasian (Indian) <input type="checkbox"/>	Pacific (eg Polynesian, Micronesian) <input type="checkbox"/>
	Caucasian (Middle East) <input type="checkbox"/>	South East Asian (eg Chinese, Thai, Malay) <input type="checkbox"/>
	Caucasian (North African, Other) <input type="checkbox"/>	West African, Bushmen, Ethiopian <input type="checkbox"/>
	Indigenous Australian <input type="checkbox"/>	Other Race <input type="checkbox"/>

PERSONAL DETAILS (continued)

EMERGENCY CONTACTS

Emergency Contact 1	
Phone	
Email Address	
Emergency Contact 2	
Phone	
Email Address	

DELIVERY DETAILS

Due Delivery Date		If Elective Caesarean, Date & Time?	
Single / Multiple Birth		If Multiple Birth, How Many?	
Hospital Name			
Hospital Address			

DOCTOR DETAILS

Are you a Public or Private Patient?	
Name of GP (If Public Patient) <u>or</u> Obstetrician (if Private Patient)	
Doctor's Address	
Doctor's Phone	

SPONSOR DETAILS (if applicable)

Last Name		First Name	
Mobile		Daytime Phone	
Email Address			

## MEDICAL QUESTIONNAIRE

We are required by law to ask you the following questions. It is important (and in your baby's interests) that you answer each question honestly. A positive answer to any of these questions does not necessarily preclude you from having your baby's cord blood stored. We may need to contact you for clarification or further medical information.

We assure you that all information provided in response to the following medical questions is private and confidential and will be treated in accordance with the National Privacy Principles under the Privacy Act 1988.

MATERNAL HEALTH		Yes	No
1	Are you in good general health?	<input type="checkbox"/>	<input type="checkbox"/>
2	Have you ever had a serious illness?	<input type="checkbox"/>	<input type="checkbox"/>
3	Are you currently taking any prescription medicine?	<input type="checkbox"/>	<input type="checkbox"/>
4	Have you had any problems with this pregnancy?	<input type="checkbox"/>	<input type="checkbox"/>
5	Have you ever received a transplant or graft (organ, cornea, dura mater, bone, etc)?	<input type="checkbox"/>	<input type="checkbox"/>
6	Have you ever had cancer of any kind?	<input type="checkbox"/>	<input type="checkbox"/>
7	Was this pregnancy a result of IVF?	<input type="checkbox"/>	<input type="checkbox"/>
8	Was this pregnancy by artificial insemination?	<input type="checkbox"/>	<input type="checkbox"/>
9	Have you ever had malaria, Ross River Fever, Q Fever, Leptospirosis, Chagas' disease or any other parasitic infection?	<input type="checkbox"/>	<input type="checkbox"/>
10	Have you ever had diabetes, a thyroid disorder or an autoimmune disease (eg. Rheumatoid Arthritis or Lupus)?	<input type="checkbox"/>	<input type="checkbox"/>
11	Prior to 1986 did you receive injections of human growth hormone or human pituitary hormone for infertility?	<input type="checkbox"/>	<input type="checkbox"/>
12	Did you live in or visit England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man for a cumulative period of 6 months or more between 1 January 1980 and 31 December 1996?	<input type="checkbox"/>	<input type="checkbox"/>
13	Have you travelled overseas in the past 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
14	Did you have any neurosurgical procedure involving your head, brain or spinal cord between 1972 and 1989?	<input type="checkbox"/>	<input type="checkbox"/>

### MATERNAL AND PATERNAL HEALTH

To the best of your knowledge, has the mother or father ever:

		Yes	No
15	Had a tattoo (including cosmetic), acupuncture, electrolysis or skin piercing?	<input type="checkbox"/>	<input type="checkbox"/>
16	If you answered Yes to Q15, was it performed by a professional?	<input type="checkbox"/>	<input type="checkbox"/>
17	Had a needle stick injury?	<input type="checkbox"/>	<input type="checkbox"/>
18	Had (yellow) jaundice or hepatitis or been in contact with someone who has?	<input type="checkbox"/>	<input type="checkbox"/>
19	Been splashed with blood or body fluid in the eyes, mouth, nose or to broken skin?	<input type="checkbox"/>	<input type="checkbox"/>

Mother's name: \_\_\_\_\_

MEDICAL QUESTIONNAIRE (continued)

20	Thought that you could be infected with HIV or AIDS?	<input type="checkbox"/>	<input type="checkbox"/>
21	Used intravenous drugs that were not prescribed by a doctor or dentist?	<input type="checkbox"/>	<input type="checkbox"/>
22	Been treated with clotting factors such as Clotting Factor VII or IX?	<input type="checkbox"/>	<input type="checkbox"/>
23	Had a test that showed you were infected with Hepatitis B, Hepatitis C, HTLV or HIV?	<input type="checkbox"/>	<input type="checkbox"/>
24	Been advised not to donate blood?	<input type="checkbox"/>	<input type="checkbox"/>
25	Had a sexual partner who has ever had a test which was positive for Hepatitis B or HTLV?	<input type="checkbox"/>	<input type="checkbox"/>
26	Had a sexually transmitted disease (eg gonorrhoea, syphilis or herpes)?	<input type="checkbox"/>	<input type="checkbox"/>
27	Had a blood or bleeding disorder?	<input type="checkbox"/>	<input type="checkbox"/>
28	Had a blood transfusion?	<input type="checkbox"/>	<input type="checkbox"/>
29	Had sexual activity with a male who you think might be bisexual?	<input type="checkbox"/>	<input type="checkbox"/>
30	Been a sex worker (or received money, gifts or drugs for sex)?	<input type="checkbox"/>	<input type="checkbox"/>
31	Engaged in sexual activity with a sex worker?	<input type="checkbox"/>	<input type="checkbox"/>
32	Had male to male sex?	<input type="checkbox"/>	<input type="checkbox"/>

FAMILY MEDICAL HISTORY

To the best of your knowledge, has anyone in the maternal family or paternal family (including parents, grandparents, siblings and parents' siblings) ever:

		Yes	No
33	Had any cancer?	<input type="checkbox"/>	<input type="checkbox"/>
34	Had diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
35	Had a red cell disease (eg Sickle cell disease, Thalassemia, Fanconi's Anaemia, G6PD or other red cell enzyme deficiency, Spherocytosis, Elliptocytosis, Porphyria or Blackfan-Diamond Syndrome)?	<input type="checkbox"/>	<input type="checkbox"/>
36	Had any platelet diseases (eg Glanzmann's disease, Hereditary Thrombocytopenia, Hereditary Telangiectasia, Alport's disease, Platelet storage pool disease)?	<input type="checkbox"/>	<input type="checkbox"/>
37	Had any immune diseases (eg Chronic Granulomatous Disease, Severe Combined immunodeficiency)?	<input type="checkbox"/>	<input type="checkbox"/>
38	Had any Metabolic/Storage diseases (eg Tay-Sachs, Ataxia-Telangiectasia, Gaucher's Niemann-Pick's, Hurler's, Hunter's Lesch-Nyhan Syndrome or San Filippo's disease)?	<input type="checkbox"/>	<input type="checkbox"/>
39	Had any other hereditary disease?	<input type="checkbox"/>	<input type="checkbox"/>

THIRD PARTY INVOLVEMENT

		Yes	No
40	Is there a surrogate mother involved?	<input type="checkbox"/>	<input type="checkbox"/>
41	Was this pregnancy a result of donor eggs?	<input type="checkbox"/>	<input type="checkbox"/>
42	Was this pregnancy a result of donor sperm?	<input type="checkbox"/>	<input type="checkbox"/>

Mother's name: \_\_\_\_\_



**1. SERVICES WE WILL PROVIDE**

We agree to:

- a. Prepare for you a specialised blood collection pack with temperature stabilising and recording components
- b. Deliver your specialised blood collection pack to your home
- c. Arrange collection of your baby's cord blood and a maternal blood sample
- d. Transport the cord blood and maternal blood from the hospital to the processing and storage facility using dedicated medical transportation
- e. Process the cord blood and maternal blood sample
- f. Serologically analyse (ie test) the cord blood and maternal blood sample
- g. Cryogenically store your baby's cord blood (ie freeze it in liquid nitrogen at very low temperatures) for 18 years
- h. 24 hourly monitor your baby's cord blood
- i. Store your baby's cord blood in a secure facility

**2. PAYMENT PLAN AND PAYMENT**

You acknowledge that you have read the details of our payment plans set out at <http://www.biocell.com.au/whats-the-cost> or <http://www.cellsense.com.au/specials-prices>, and you agree to pay the fees for the payment plan you have selected in the Payment section below.

All amounts are inclusive of GST.

**3. OPTIONAL SPONSOR****Selecting a Sponsor**

If someone other than you agrees to pay for your child's cord blood storage, that person can become a Sponsor. If you choose to have a Sponsor, they will be required to sign our Agreement and be bound by clause 2 of these Terms and Conditions. You can introduce a Sponsor to our Agreement at any time by notifying us in writing.

**Payments and reimbursements**

If you choose to have a Sponsor, we will bill the Sponsor directly.

If any prepaid costs are to be reimbursed in accordance with our Agreement, these costs will be reimbursed to your Sponsor if your Sponsor paid such costs.

**Assignment by Sponsor**

A Sponsor may assign his or her responsibilities under our Agreement only after we consent in writing. We will not unreasonably withhold our consent.

**4. NOTIFICATION OF CHANGES**

During the storage period, it is important that you notify us in writing of any changes to your contact information, including name changes, address, telephone number, email address, your bank or credit card account numbers (if applicable) and any changes to contact information for your emergency contacts.

**5. ACKNOWLEDGMENTS ABOUT THE TECHNOLOGY**

In deciding to have your child's cord blood stored, and by signing our Agreement, you acknowledge that:

- a. We cannot guarantee that sufficient numbers of stem cells will be collected to carry out any particular therapy. We hope that stem cell expansion technologies will become available in the near future that will enable even small collections to be expanded, but this technology is not yet fully developed nor in clinical use.

- b. We cannot guarantee that cord blood will be appropriate for treatment of any particular disease that your child may develop in the future or that cord blood will be the best source of stem cells for treatment of any particular disease.
- c. The decision to use cord blood stem cells in treating your child (or any other family member, if possible) will be your decision (or your child's once he or she becomes an adult) having regard to any advice from your medical practitioner(s).

**6. RELEASE OF CORD BLOOD \***

**Requesting Release**

If the cord blood is needed for your child, you may request retrieval of the sample.

Your request must be in writing and identify the name, address and contact telephone number of the medical practitioner who is requesting the cord blood for treatment.

We will contact the medical practitioner and ask him or her to complete a form to confirm the request for the cord blood.

Prior to release, we are required by law to conduct certain tests on the sample, for example, bacterial testing.

We will then provide your nominated medical practitioner with all relevant details concerning the sample.

**Release**

We are not permitted to release the cord blood to you if in our reasonable opinion:

- a. a registered medical practitioner has not requested the release;
- b. it becomes apparent to us that you intend to use the cord blood for a purpose which is illegal; or
- c. we are restricted by law from releasing the cord blood.

If we are permitted to release your baby's cord blood, we will retrieve the sample from storage and deliver it using dedicated medical transportation (at our cost) to any hospital within Australia.

\* Please note that this section is subject to change based on applicable laws and medical practices at the time of retrieval

**7. TERMINATION OF AGREEMENT AND STORAGE**

Our Agreement and the storage of your child's cord blood will terminate:

- a. on your child's 18th birthday (however, we will continue to store the cord blood if your child decides to enter into a new contract with us);
- b. if the cord blood sample is found to be unsuitable for processing or storage, as outlined above;
- c. if the cord blood is retrieved for use as set out above;
- d. if you decide to end this Agreement and give us 2 months' notice in writing;
- e. If you (and your Sponsor, if applicable) fail to pay any amounts required by our Agreement and that payment remains unpaid 3 calendar months after the payment was due;
- f. if the cord blood sample is lost or destroyed for reasons beyond our control;
- g. if we are required by law or a governmental or regulatory agency to terminate our Agreement; or
- h. if any change occurs in law or regulatory provisions or medical guidelines which makes our Agreement unreasonable.

**Disposal or transfer at end of Agreement**

If our Agreement ends, we will make reasonable attempts to contact you and advise you of options available at the time for transfer, disposal or donation of the cord blood in accordance with legal and medical regulations at that time. If you choose to have the cord blood transferred or disposed of in a particular manner, you will be responsible for any costs relating to such transfer or disposal.

**8. SERVICES**

We may use contractors to carry out some of our services, including transportation and storage services. The choice of contractors is at our discretion. We require all contractors to comply with our Standard Operating Procedures, our Therapeutic Goods Administration Licence and all other medical and government guidelines which apply at the time.

We can assign our Agreement to another service provider, as long as that provider is properly licensed by the Therapeutic Goods Administration to carry out our duties contained in our Agreement.

**9. RESPONSIBILITY**

In the unlikely event of a dispute arising between us regarding our Agreement or liability in relation to our Agreement, we agree to attend mediation to work through such dispute. Any disagreement will be referred to a mediator appointed by the Chairman of the Law Institute of Victoria.

We will take responsibility for the performance of our obligations to collect, process and store cord blood as set out in our Agreement. We will be liable to you for any loss you directly incur as a result of any failure by us to carry out our obligations under our Agreement up to the amount of fees you have paid to us.

Except for any loss directly incurred by you which results from a failure by us to perform our obligations to you under our Agreement, we will not be liable for any claim, liability, loss or cost, whether direct or indirect associated with our Agreement or any use of (or inability to use) cord blood in the future and you agree to release us from any such claims.

**10. CHANGES IN LAW OR MEDICAL STANDARDS**

If there is a change in law, medical standards or governmental regulations that directly affects our Agreement or the storage of cord blood, we can modify the terms of our Agreement to take account of such changes by notifying you in writing.

**11. PRIVACY OF YOUR INFORMATION**

In entering into this cord blood storage arrangement with us, we will need to ask you information about you and your family which may be highly sensitive and of a personal nature. We will treat all information you provide us confidentially, in accordance with the law. We will not disclose your personal information to anyone except to the extent necessary to facilitate the collection and storage of the cord blood or if required by law to do so.

**12. GOVERNING LAW AND JURISDICTION**

Our Agreement is governed by the laws of the State of Victoria.

## PAYMENT

We provide flexible payment plans. Please refer to <http://www.biocell.com.au/whats-the-cost> or <http://www.cellsense.com.au/specials-prices> for details of our payment plans, and nominate your payment plan and preferred payment method by ticking the applicable box(es) below.

### PAYMENT PLANS

#### PAY AS YOU GO PLAN

Please select your preferred method for payment of the Collection & Processing Fee and the Storage Fee

Collection & Processing Fee	Storage Fee
Upfront payment <input type="checkbox"/>	Annual payments <input type="checkbox"/>
12 x fortnightly instalments <input type="checkbox"/>	Quarterly instalments <input type="checkbox"/>

#### OPTIMISE SAVER

Please select your preferred method for payment of the Collection, Processing & Storage Fee

Collection, Processing & Storage Fee
Upfront payment <input type="checkbox"/>
12 x fortnightly instalments <input type="checkbox"/>

### PAYMENT METHODS

Payments can be made by cheque, direct deposit or credit card:

#### Cheques payable to:

Australian Stem Cell Healthcare Pty Ltd  
PO Box 7544, St. Kilda Rd, Melbourne, VIC 8004



Please contact us for a BPay biller code reference number

#### Direct Deposit to:

BSB: 083-170  
Account: 572 058 566

Please specify mother's surname or client ID in transfer description

#### Credit Card:

<b>Cardholder Name:</b>	
<b>Card Type:</b>	Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/>
<b>Card Number:</b>	<b>Expiry Date:</b>
<b>Post/Billing Address:</b>	
<b>Cardholder's Telephone Number:</b>	
<b>Signature of Cardholder:</b>	

PARENT CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

I/We:

- acknowledge and agree that I/we have read and understand the details of the payment plans set out at <http://www.biocell.com.au/whats-the-cost> or <http://www.cellsense.com.au/specials-prices>;
- understand, acknowledge and agree that I/we will be bound by the terms and conditions in this Agreement;
- consent to the collection of my/our baby's cord blood;
- understand that complications sometimes occur at birth which will not safely allow for collection of cord blood, and that the obstetrician or midwife engaged to perform the collection will in their complete discretion determine whether to collect the cord blood at delivery;
- understand that Australian Stem Cell Healthcare Pty Ltd is not warranting the availability of any future medical or therapeutic uses for stem cells; and
- agree to notify Australian Stem Cell Healthcare Pty Ltd of any changes to my/our contact details.

\_\_\_\_\_  
Signature of Mother \*

\_\_\_\_\_  
Signature of Father (optional)

\_\_\_\_\_  
Name of Mother

\_\_\_\_\_  
Name of Father (optional)

\* If there are surrogacy arrangements, an additional consent will be required

SPONSOR'S CONSENT AND ACKNOWLEDGEMENT (if applicable)

I agree to sponsor the collection, processing and storage of cord blood of the child of the above named individual(s) in accordance with this Agreement and, in particular, to be bound by clause 2 of the Terms and Conditions in this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date