VIACORD®
From PerkinElmer

CONGRATULATIONS!

We're pleased that you chose to preserve your baby's newborn stem cells with ViaCord.

To complete the process, please fill out and return the attached form within seven (7) days. You may return your forms by fax or mail.

Option 1: **FAX your completed forms to 1-866-565-2243.**

Option 2: **MAIL your completed forms to:**
ViaCord
ATTN: Customer Service
245 First Street, 15th Floor
Cambridge, MA 02142

VIACORD®
From PerkinElmer

To:	**VIACORD**
Phone:	**1-800-998-4226**
Fax:	**1-866-565-2243**
From:	
Sender's Phone Number:	
Sender's Fax Number:	
Date:	
Pages including this cover page:	
Comments:	

- 245 First Street – 15th floor - Cambridge, MA 02142 -

VIACORD SERVICE CONTRACT

This Service Contract ("Contract") is between ViaCord, LLC ("ViaCord") and Client. ViaCord's Service covers two distinct service offerings, which may be purchased separately or together: a. cord blood stem cell collection, processing and storage ("Cord Blood Cell Banking") and/or b. cord tissue stem cell collection, processing and storage ("Cord Tissue Cell Banking") (either alone or collectively, the "Service or Services"). This Contract provides for the collection materials, testing, processing, cryopreservation and storage of the cord blood stem cells or cord tissue stem cells (either alone or collectively, "Newborn Stem Cells") from the umbilical cord after the birth of the child ("Child").

VIACORD & CLIENT RESPONSIBILITIES

ViaCord is responsible for providing a collection kit for you to bring to the hospital and training materials to the medical professional expected to perform the collection. Client will authorize ViaCord to collect and test maternal blood and/or Newborn Stem Cell samples according to the Informed Consent. If any complications occur during birth, your physician/midwife may elect not to collect the Newborn Stem Cells. After collection of the Newborn Stem Cells and maternal blood sample, ViaCord will arrange for a private medical courier to transport the cord blood unit to ViaCord's Processing Laboratory (VPL). ViaCord's medical courier is a premium transportation service provider for industries that require immediate turn-time and specialized handling: organs for transplant , international financial institutions, blood products, and security sensitive material**.** The courier retrieves the Newborn Stem Cells from the hospital and brings it to the airport. The medical courier service utilizes the optimal transportation method, including its own jet fleet, ground transportation and commercial and other private aircraft to get your Newborn Stem Cells to our processing laboratory as quickly and safely as possible. ViaCord will process, test, cryopreserve and store the Newborn Stem Cells at VPL. ViaCord may choose not to process and/or store the Newborn Stem Cells if it does not meet certain requirements including, but not limited to: low volume of the cord blood unit, low weight of the cord tissue stem cells, improper collection of the Newborn Stem Cells, improper handling or shipment of the Newborn Stem Cells (i.e., not in conformance with ViaCord protocol), or if the samples test positive for any viral or microbial contamination. ViaCord will notify Client regarding the planned disposition of the Newborn Stem Cells if there are any problems that would prevent processing, cryopreservation and storage. In the event the Newborn Stem Cells are not stored, all previously charged fees will be refunded to Client, except in the case of an international shipment or when an emergency kit is couriered. ViaCord will send Client a certificate of preservation to confirm that the Newborn Stem Cells have been successfully processed and stored. Upon successful processing and storage of the cord blood unit and Client's execution of this Contract, ViaCord will support the Quality Product Guarantee in accordance with its terms if the Contract and the Donor Information Packet, which consists of the Informed Consent and Health History Questionnaire, are completed and returned to ViaCord. **Please note that the Quality Product Guarantee does not apply to cord tissue cell banking. Please note that the Quality Product Guarantee contains limitations. Please read it carefully.** ViaCord guarantees that Client's storage fee(s) for Services will not change for twenty-five (25) years from the time of enrollment.

Client is responsible for reading, completing and signing the enrollment forms (i.e., Service Contract and Donor Information Packet) and returning them to ViaCord prior to delivery. Client

is responsible for payment of all fees. If Client discontinues ViaCord's Service(s) prior to delivery, a $150 non-refundable discontinuation fee will be charged. [**Note: Florida Residents Only**. In the event that you wish to cancel your order of the Service(s), please contact ViaCord within seven (7) days of receipt of your collection kit. We will process the refund to your credit card within thirty (30) days of receiving your notice of cancellation and return of the unused collection kit to ViaCord.] Client agrees to inform the physician/midwife of the plan to collect the Newborn Stem Cells and to obtain a physician's physical assessment of the biological mother, according to the terms of the Informed Consent. ViaCord is not responsible for reimbursing Client for fees that Client's physician, midwife or other medical professional may charge for the collection of the Newborn Stem Cells.

In the event that the Newborn Stem Cells are requested for transplant or other treatment, ViaCord requires a written authorization by Client to release the Newborn Stem Cells as well as a written request from a physician qualified to perform a stem cell transplant or other treatment. Please note that the physician makes the ultimate determination as to the course of medical treatment. Following ViaCord's receipt of the authorization and request, ViaCord will conduct appropriate testing on both the Newborn Stem Cells and maternal blood samples and ship the Newborn Stem Cells to the identified facility. Client is responsible for all shipment expenses.

Client understands and agrees that ViaCord accepts the Newborn Stem Cells from Client in Client's capacity as Child's legal guardian. Absent termination of this Contract, ViaCord has no rights in the Newborn Stem Cells. At the time of enrollment, Client will identify the parent/legal guardian responsible for acting on behalf of Child until Child reaches the age of majority. ViaCord shall be entitled to rely on instructions from the designated parent/guardian, in connection with any disposition of the Newborn Stem Cells, fees, change in contact information and any other requirement for Services under the Contract. Client is responsible for notifying ViaCord Customer Service of changes to Client's contact and payment information while this Contract is in effect. In the event that Client wishes to assign his/her rights and obligations under this Contract to another Party, this new Party must sign a new Service Contract to confirm their understanding and agreement of the terms and conditions of this Service.

In the event that a Client in good standing (i.e. whose account is current) wishes to discontinue the Service(s), Client may so inform ViaCord Customer Service, in writing. In such instance, if Client further wishes to specify that the Newborn Stem Cells be destroyed, Client may specify this instruction and provide verification of identity. ViaCord will identify the Newborn Stem Cells accordingly and will destroy the cells according to its standard operating procedure. During any period of time prior to destruction, the Newborn Stem Cells will not be used for any purpose, including but not limited to therapeutic or research purposes.

In the event that a Client in good standing (i.e. whose account is current) wishes to transfer a the Newborn Stem Cells to another appropriate entity (e.g. cord blood bank, hospital etc.), Client may so inform ViaCord Customer Service, in writing. Upon receipt of such request, ViaCord will communicate transfer requirements to Client. Such requirements include the following: a. Client's identity must be verified, b. Client must identify an entity that is able to receive the Newborn Stem Cells in compliance with all regulations and requirements, c. receiving entity must complete all ViaCord-required documentation in support of the transfer, d. Client must pay a transfer fee that reimburses ViaCord for all expenses in connection with the transfer, including costs to complete documents required to comply with regulations and costs to retrieve, package and ship the Newborn Stem Cells, and e. Client and receiving entity must agree to hold ViaCord harmless for any losses or damages in connection with the transferred Newborn Stem Cells. Please note, upon transfer of the cord blood unit, the Quality Product Guarantee will no longer apply.

GENERAL

After Child reaches majority, Client may continue to pay storage fees for the benefit of Child, absent contrary written instruction by Child. This Contract may be cancelled by Client's written request at any time, regardless of whether Child is still a minor or has achieved majority. When Child has reached the age of majority, Child has ownership claims to the Newborn Stem Cells; however, since ViaCord does not have a contractual relationship with Child, ViaCord will rely on Client's representation that Client is acting on behalf of Child and will honor any request for cancellation that is made after Child's majority.

ViaCord may terminate this Contract upon written notice to the Client, if, for any reason, Client fails to pay any required fees within sixty (60) days of the payment due date. ViaCord's written notice will provide Client a final opportunity to become current in Client's payment obligation to ViaCord. In the event Client does not become current in his/her payment obligations, the Contract will terminate, and ViaCord will assume all rights to the Newborn Stem Cells, and neither Client nor ViaCord will have any continuing obligations to the other.

This Contract will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws, rules or principles. This Contract has been prepared in the English language and the English language shall control its interpretation. All questions, disputes or differences which may arise between the Parties to this Contract shall, if such questions, disputes or differences cannot be amicably resolved by the Parties, be referred to arbitration to be held in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are deemed to be incorporated by reference into this Section. The arbitrators' decision shall be final and binding upon the Parties and shall provide the sole and exclusive remedies of the Parties. Judgment upon the rendered award may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement.

Client understands that both the Service and the eventual transplantation or other medical procedures that may be used in connection with the Newborn Stem Cells involve new techniques and procedures, and that, except for the limited rights conferred pursuant to the Quality Product Guarantee, there is no guarantee or assurance of a successful outcome in the event that the cord blood unit is required for use. **Please note that the Quality Product Guarantee does not apply to Cord Tissue Cell Banking.** In addition, ViaCord makes no representations or warranties with respect to the success of the collection, transportation, testing, processing, cryopreservation or storage process independent of the limited rights conferred by the Quality Product Guarantee. In consideration of the opportunity to use ViaCord's Service, Client understands and agrees that, except for the potential for a payment under the Quality Product Guarantee for Cord Blood Cell Banking and only in circumstances where the cord blood unit is required for transplantation, ViaCord accepts no liability for any breach of its obligations or other acts or omissions. Client hereby releases ViaCord and its officers, directors, employees, agents, affiliates, successors and assigns from any and all other liability for any and all loss, harm, damage or claim of any kind in connection with ViaCord's Services. Client understands and agrees that by this release Client is giving up certain rights Client might otherwise have, now, or in the future to sue or otherwise seek money damages or other relief against ViaCord for any reason relating to the Services other than rights that Client may have under the Quality Product Guarantee, if any.

This Contract contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings, whether written or oral, between the Parties.

If there are questions concerning this Service Contract, please contact ViaCord Customer Service at 1-800-998-4226.

Please complete the following page and return it to ViaCord.

Instructions: Please check the appropriate box and sign below for the Service you have chosen. Please return this page to ViaCord upon completion.

☐

ViaCord Cord Blood Cell Banking Service

I have read and understand the Terms and Conditions of this Contract pertaining to the ViaCord Cord Blood Banking Service, including the following, and desire to enroll in the Service:

- *If I discontinue the Service prior to delivery, a $150 non-refundable discontinuation fee will be charged. If I discontinue the Service after processing, I am responsible for all fees.*
- *I must submit the completed Service Contract and Donor Information Packet in order to be eligible for the Quality Product Guarantee.*
- *The Quality Product Guarantee only applies if the cord blood unit is required for hematopoetic transplant and it fails to engraft, subject to the listed exclusions.*

☐

ViaCord Cord Tissue Cell Banking

I have read and understand the Terms and Conditions of this Contract pertaining to the ViaCord Cord Tissue Cell Banking, including the following, and desire to enroll in the Service:

- *If I discontinue the Service prior to delivery, a $150 non-refundable discontinuation fee will be charged.*
- *The Quality Product Guarantee does not apply to ViaCord Cord Tissue Cell Banking.*

☐

ViaCord Complete Newborn Stem Cell Package| Cord Blood + Cord Tissue

I have read and understand the Terms and Conditions of this Contract pertaining to the ViaCord Complete Newborn Stem Cell Package, including the following, and desire to enroll in the Service:

- *If I discontinue the Service(s) prior to delivery, a $150 non-refundable discontinuation fee will be charged. If I discontinue the Service after processing, I am responsible for all fees.*
- *I must submit the completed Service Contract and Donor Information Packet in order to be eligible for the Quality Product Guarantee.*
- *The Quality Product Guarantee only applies if the cord blood unit is required for hematopoetic transplant and it fails to engraft, subject to the listed exclusions.*
- *The Quality Product Guarantee does not apply to ViaCord Cord Tissue Cell Banking.*

All of my questions regarding this Service have been answered to my satisfaction. I certify that all the information I have provided to ViaCord is true and correct to the best of my knowledge. I have signed this Contract freely and voluntarily.

_____ _____

Client/Legal Guardian Printed Name Date

_____

Client/Legal Guardian Signature

VIACORD | Cord Blood Banking + Research®
From PerkinElmer

VIACORD INFORMED CONSENT

Client is enrolling in ViaCord's cord blood banking program in accordance with the terms of the Contract. This Informed Consent is required to be completed by the woman who is giving birth to the Child. If there is an adoption or surrogacy situation, the adoptive parents/legal guardians must also sign the Informed Consent.

I am pregnant with a child and I am electing to have the child's cord blood collected by my physician/midwife after the child's birth. If I am the child's biological mother, or if I am a gestational carrier for the biological child of others, I understand and agree to the following:

1. I must be assessed by a physician prior to providing this informed consent.
2. I must provide samples of my own blood drawn at the time of the child's delivery.
3. I must provide the medical history in the Health History Questionnaire. If I am the biological mother, I must also fill out the relevant portions of the Health History Questionnaire that contains a genetic history. The legal guardian should fill out the relevant portions of the Health History Questionnaire if a donor is involved; to the extent the legal guardian is aware of the donor's genetic history.

I understand that ViaCord will provide a complete cord blood collection kit for me to bring to the hospital and provide training materials to the physician/midwife who is expected to perform the collection. The performing physician/midwife in no way acts as an agent for ViaCord. In addition, ViaCord does not directly reimburse Client for fees that the performing physician, midwife or other medical professional may charge for the collection of the cord blood unit.

I understand that there are risks to having a sample of my blood drawn, which may include bruising, redness, discomfort, or inflammation around the needle site as well as, in very limited cases, more significant complications. I understand that, although infrequent, complications may occur at birth and it may not be possible for the performing physician/midwife to collect my child's cord blood or that such cord blood may become contaminated during the collection process. My health and the health of the child are the first priorities. If any complications occur during birth, the performing physician/midwife may elect not to collect the cord blood.

Following collection of the cord blood and maternal blood sample, ViaCord will arrange for courier transportation to ViaCord's Processing Laboratory (VPL). I understand that no courier service can absolutely guarantee that the cord blood unit will reach VPL without delay, loss or damage in transit and ViaCord does not accept responsibility for failure to bank cord blood due to courier problems.

ViaCord will perform cell viability, total cell number blood typing, and bacterial and fungal tests on the cord blood unit to determine the nature and quality of the cord blood unit, and that my blood will be tested for certain infectious diseases including but not limited to human immunodeficiency virus (HIV), hepatitis B and hepatitis C viruses, human T-lymphotrophic virus (HTLV), cytomegalovirus (CMV), and syphilis. The testing requirements for cord blood unit and maternal blood will be updated periodically as required by various regulatory and accreditation agencies. I understand that testing may result in a decision not to store the cord blood unit or a decision to store the cord blood unit but release it for use in a transplant or other treatment only with the approval of the ViaCord Medical Director and the treating physician. If either of these instances occurs, I will be notified, in writing. I authorize ViaCord to provide me with test results and to furnish them to my physician, the child's physician, my spouse or domestic partner, to the child's legal guardians and to governmental regulatory agencies as required by law. The test results may also be used for research purposes and for analyses and in publications, provided that they are aggregated with other data and do not contain donor identification.

In addition to any decision not to store cord blood unit due to the results of infectious disease testing, ViaCord may choose not to process and/or store the cord blood unit if it does not meet certain additional requirements including but not limited to: employment of proper collection techniques, minimum cord blood volume and proper and timely handling and shipment of cord blood unit. I understand that ViaCord will send Client a certificate of cryopreservation to confirm that the cord blood unit has been successfully processed and stored and that Client will not be charged if the cord blood unit is not stored.

I understand that collecting and storing cord blood cells could potentially be used as part of a treatment program for a variety of life threatening diseases, including leukemia, certain cancers, and blood disorders. Although the preservation and potential use of cord blood cells is expanding rapidly, the odds that a family without a defined risk will ever use their child's cord blood cells are low and they may never be needed. There is no guarantee that the cord blood cells will be a match for any particular family member or that such a transplant or other treatment will provide a cure. As with any transplant or other treatment, therapeutic success depends upon many factors beyond the cord blood cells themselves including patient condition, type of disease, recipient-donor relationship and matching, and other factors. If the cord blood donor is diagnosed with a congenital genetic condition, the utility of the unit may be impacted. In the future, it is possible that better therapies may be developed. I understand that there are alternatives to collecting stem cells from cord blood. Other sources of stem cells exist such as bone marrow and peripheral blood. These stem cells have been used to successfully treat the same diseases as cord blood. The decision to use cord blood stem cells for transplantation must be made in careful consideration with your treating physician, but the ultimate course of medical treatment is determined by the physician.

In the event that the cord blood unit is needed for transplant or other treatment, ViaCord will conduct appropriate testing on the cord blood, and, subject to the approval of ViaCord's Medical Director, will ship it to the appropriate facility upon written request from a physician qualified to perform a stem cell transplant or other treatment. I understand that Client will be responsible for all shipment expenses.

After Child reaches the age of majority, Client may continue to pay storage fees for the benefit of Child, absent contrary written instruction by Child. This Contract may be cancelled by Client's written request at any time, regardless of whether Child is still a minor or has achieved majority. When Child has reached the age of majority, Child has ownership claims to the cord blood unit, however, since ViaCord does not have a contractual relationship with Child, ViaCord will rely on Client's representation that Client is acting on behalf of Child and will honor any request for cancellation that is made after Child's majority.

ViaCord may terminate the Contract upon written notice to Client if for any reason Client fails to pay any required fees within sixty (60) days of the payment due date. ViaCord's termination notice will provide Client a final opportunity to become current in Client's payment obligation to ViaCord. In the event Client does not become current in its payment obligations, the Contract will terminate and ViaCord will own the cord blood unit, and neither Client nor ViaCord will have any continuing obligations to the other.

In the event that a Client in good standing (i.e. whose account is current) wishes to discontinue banking a cord blood unit, Client may so inform ViaCord Customer Service, in writing. In such instance, if Client further wishes to specify that the cord blood unit be destroyed, Client may specify this instruction. ViaCord will identify the cord blood unit accordingly and will destroy the unit according to its standard operating procedure. During any period of time prior to destruction, the cord blood unit will not be used for any purpose.

In the event that a Client in good standing (i.e. whose account is current) wishes to transfer a banked cord blood unit to another appropriate entity (e.g. cord blood bank, hospital etc.), Client may so inform ViaCord Customer Service, in writing. Upon receipt of such request, ViaCord will communicate transfer requirements to Client. Such requirements include the following: a. Client must identify an entity that is able to receive the cord blood unit in compliance with all regulations and requirements, b. receiving entity must complete all ViaCord-required documentation in support of the transfer, c. Client must pay a transfer fee that reimburses ViaCord for all expenses in connection with the transfer, including costs to complete documents required to comply with regulations and costs to retrieve, package and ship the cord blood unit, and d. Client and receiving entity must agree to hold ViaCord harmless for any losses or damages in connection with the transferred cord blood unit.

I understand that appropriate confidentiality will be maintained for all patient records concerning the Service, but that the U.S. Food and Drug Administration, U.S. Department of Health and Human Services or other government agencies may inspect records in accordance with applicable federal, state or local laws or regulations. I consent to ViaCord's use and disclosure to state agencies (if required) of my infectious disease test results for the purpose of ViaCord's service procedures or as required by law.

If there are questions concerning these documents, please contact ViaCord Customer Service at 1-800-998-4226.

I have read and understand the information contained in the Informed Consent. All of my questions regarding this service have been answered to my satisfaction. I certify that all the information I have provided to ViaCord is true and correct to the best of my knowledge. I have signed this Informed Consent freely and voluntarily.

_____

Biological Mother

If Surrogate or Gestational Carrier is involved, both a legal guardian and birth mother signature will be required. This Informed Consent may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

_____

Legal Guardian

AND

_____

Surrogate - Biological Mother/Non-Legal Guardian

OR

_____

Gestational Carrier - Not Biological Mother/Non-Legal Guardian

Please read, complete, sign and date the Health History Questionnaire.

If the baby is being adopted, or a surrogate is being used, please read the following provisions as they represent modifications to the Contract. By signing above, you acknowledge that you have read and understood the following provisions:

For the gestational carrier: The sections of the Service Contract relating to the Quality Product Guarantee and all references to the Quality Product Guarantee in the Section entitled "GENERAL"; sections relating to the processing, storage, release and use of the cord blood unit (except to the extent that storage may be impacted by the test results on your blood sample), the use and the payment for the Service are not applicable to the gestational carrier and are therefore not considered to be part of this Contract with you as the gestational carrier. **Please read, complete, sign and date the Health History Questionnaire.**

For the adopting parents/legal guardians: The sections of the Service Contract relating to the drawing and testing of the mother/gestational carrier blood sample (except to the extent that storage may be impacted by the test results) are not applicable and are therefore not considered to part of this Contract with you as the adopting parents/legal guardians. In addition, you further understand that test results on the mother/gestational carrier blood sample will be communicated by ViaCord only to the mother/gestational carrier (the "mother") and to her obstetrician/midwife if the mother has signed a ViaCord Informed Consent. ViaCord may not disclose any health information about the mother to you. Any communication to you about the mother's health information must be through channels established by your surrogate/adoption contract.

HEALTH HISTORY QUESTIONNAIRE

PARENT'S CONTACT INFORMATION AND OBSTETRIC CARE/ DELIVERY INFORMATION

Birth Type: q ***Standard*** q ***Cesarean*** q ***Induction***

If Scheduled, Date & Time:_____

VID Number:
_____
ViaCord will complete VID Number

Mother's Full Legal Name *(Last, First, Middle)* Date of Birth:

Home Phone: Work Phone: Cell Phone:

Home Fax: Email: Mother's Occupation:

Home Address: *Street:* *City:* *State:* *Zip Code:*

Expected Due Date: Current Number of Children: Maiden Name:

Father's Full Legal Name *(Last, First, Middle)*

OB/CNM Name OB/CNM Phone: OB/CNM Fax:

OB/CNM Address: *Street:* *City:* *State:* *Zip Code:*

Delivery Hospital: Hospital Phone: L&D Phone:

Hospital Address: *Street:* *City:* *State:* *Zip Code:*

Complete Below Only If Applicable

Adoption/Surrogate Case q **Open** q **Closed**

Surrogate (gestational carrier) Name (*Last, First*)

Home Phone: Other Phone: Email:

Home Address: *Street:* *City:* *State:* *Zip Code:*

Note: Health History Questionnaire needs to be completed by both biological mother (egg donor) and gestational carrier if these are different women.

Sibling Connection Families ONLY

Potential Recipient Sibling Name

Date of Birth

Diagnosis

Treating Physician Name

Physician Phone Number

Physician Fax Number

ViaCord ID#_____ **HEALTH HISTORY QUESTIONNAIRE** ☐ NC ☐ C

(Top section is for office use only; ViaCord will complete ID#, Reviewer/Date and NC/C information) Reviewer/Date:

(Father's answers are optional)

	IN THE PAST 12 MONTHS (FOR QUESTIONS 1-8), HAVE YOU OR THE BIOLOGICAL FATHER:	MOTHER YES	MOTHER NO	FATHER YES	FATHER NO
1	Been outside the United States or Canada? If yes, please list where, and when and for how long? *Mother's Travel History:* _____ *Father's Travel History :*_____	☐	☐	☐	☐
2	Received blood, blood or factor products, derivatives, or a tissue or organ transplant?	☐	☐	☐	☐
3	Come into contact with someone else's blood (example: accidental needle stick)?	☐	☐	☐	☐
4	Had a tattoo, any type of piercing (ear or body), acupuncture, or had a needle gun used on you? Circle applicable.	☐	☐	☐	☐
5	Received shots, vaccinations, including Rh immune globulin? If yes, List _____	☐	☐	☐	☐
6	Been diagnosed with West Nile Virus?	☐	☐	☐	☐
7	Been in jail or prison for more than 72 hours?	☐	☐	☐	☐
8	Had sexual contact with any of the following:				
	someone with hepatitis, jaundice (not infant jaundice), or HIV?	☐	☐	☐	☐
	a prostitute or anyone else who takes money or drugs or other payment for sex?	☐	☐	☐	☐
	a male who has ever had sexual contact with another male?	☐	☐	☐	☐
	anyone who has hemophilia or has used clotting factor concentrates?	☐	☐	☐	☐
	HEALTH OF THE MOTHER AND BIOLOGICAL FATHER:	MOTHER YES	MOTHER NO	FATHER YES	FATHER NO
9	Do you currently have an infectious skin disease? (N/A for father)	☐	☐	NA	
10	Do you currently have any medical condition that could be affected adversely by the collection procedure? (N/A for father; examples of applicable condition may include cancer, diabetes, blood disease, bleeding problems, lung disease, heart disease, chest pain, stroke, seizure or multiple sclerosis; please consult your physician for any identified medical condition applicable to this question)	☐	☐	NA	
11	Have you taken any of the following medications/vaccines within the specified timeframe?				
	Accutane (isotretinoin) or Proscar for your skin -- (acne medication) -- within the last month	☐	☐	☐	☐
	Propecia (finasteride) - - (hair loss treatment) -- within the last month	☐	☐	NA	
	Live vaccines (e.g., Measles, Mumps) - - within the last month	☐	☐	☐	☐
	Smallpox vaccine - - within the past 8 weeks	☐	☐	☐	☐
	Any chemotherapy - - during your pregnancy (N/A for father)	☐	☐	NA	
	Immune Globulin (Not Rh immune globulin) - - within the past 12 months	☐	☐	☐	☐
	Experimental medications / vaccines - - within the past 12 months	☐	☐	☐	☐
	Rabies vaccine (for exposure) - - within the past 12 months	☐	☐	☐	☐
	Soriatane (acitretin) or Tegison (etretinate) for psoriasis - - within the past 3 years	☐	☐	☐	☐
	Insulin from a cow source - - ever	☐	☐	☐	☐
	Growth hormone from human pituitary glands *(not infertility hormones)* - - ever	☐	☐	☐	☐
12	Since 1980, have you received a transfusion of blood, platelets, plasma, cryoprecipitate or granulocytes **in the UK**?	☐	☐	☐	☐
13	Since 1980, have you spent more than a total of 6 months in Europe? (This includes living, traveling, or serving in a US military base)	☐	☐	☐	☐
14	In the past 6 months have you been bitten by an animal suspected of having rabies?	☐	☐	☐	☐
	HAVE YOU EVER:	MOTHER YES	MOTHER NO	FATHER YES	FATHER NO
15	Been diagnosed with, or tested positive for HIV, HTLV, syphilis, hepatitis B or C? Circle Applicable	☐	☐	☐	☐
16	Been significantly exposed to substances that may be transferred in toxic amounts (lead, mercury)?	☐	☐	☐	☐
17	Been diagnosed with tuberculosis, malaria, Chagas disease or babesiosis, or do you have acute respiratory disease? Circle Applicable	☐	☐	☐	☐
18	Been diagnosed with any form of Creutzfeldt-Jakob disease (CJD)?	☐	☐	☐	☐
19	Had head or brain surgery with a transplant of brain covering (dura mater)?	☐	☐	☐	☐
20	Had a transplant or medical procedure involving exposure to organs, tissues, or living cells **from an animal**?	☐	☐	☐	☐
21	Been deferred as blood donor *for a reason other than anemia or being underweight*?	☐	☐	☐	☐
22	Taken intravenous drugs not prescribed by a physician or had sexual contact with someone who has?	☐	☐	☐	☐
23	Since 1977 have you lived in Africa or had sexual contact with anyone who was born or lived in Africa?	☐	☐	☐	☐
	HAS ANYONE IN YOUR MATERNAL OR PATERNAL FAMILY:	MOTHER YES	MOTHER NO	FATHER YES	FATHER NO
24	Been diagnosed with: aplastic anemia, Fanconi anemia, thalassemia, chronic granulomatosis disease (CGD), sickle cell anemia, Hunter syndrome, Hurler syndrome or any other storage disorder, severe combined immunodeficiency syndrome or blood/bleeding and genetic disorders?	☐	☐	☐	☐
25	Had Creutzfeldt-Jakob disease (CJD)?	☐	☐	☐	☐

Please record any explanation for #24:_____

I certify that I have answered the above questions truthfully and to the best of my knowledge.
Please call 1-800-998-4226 if assistance is needed in filling out this form.

Print Mother's Name (full legal name):_____ Signature of Mother: _____ Date: _____

Print Father's Name (full legal name):_____ Signature of Father: _____ Date: _____

ViaCord®
From PerkinElmer

QUALITY PRODUCT GUARANTEE

If your child's cord blood unit is used in a stem cell transplant and fails to engraft, we will pay **$25,000** to defray the cost of the procurement of an alternative stem cell source if medically indicated.

Mark Walters, M.D.
Medical Director, ViaCord, LLC

Quality Product Guarantee

This Quality Product Guarantee is not intended to guarantee the result of a medical procedure. It is intended to apply only in the event that cord blood stem cells are required for hematopoietic transplant subject to the exclusions that are noted below. In addition, the Quality Product Guarantee will not be extended to Client unless Client has completed and returned to ViaCord both the Service Contract and the Donor Information Packet. If the cord blood stem cells processed and stored by ViaCord are used in a hematopoietic stem cell transplant following standard, recognized medical practices and they do not engraft, ViaCord will pay $25,000 to Client, per the Contract. This payment to the Client is intended to partially defray the costs to procure alternative stem cells from a public cord blood bank, in the event of failure to engraft.

Definition of Engraftment: Engraftment is defined as achieving a peripheral blood absolute neutrophil count of 500 per microliter for three consecutive measurements with the first of the three measurements occurring within 100 days of transplantation. The engraftment must be of donor origin.

Exclusions: The Quality Product Guarantee does not include:

- Cord blood units that are collected by any method outside of ViaCord's standard operating procedure, even if such cord blood units have been stored by ViaCord with Client's approval.
- Transplantation of umbilical cord blood with less than 2×10^7 total nucleated cells per kilogram, even if such cord blood units have been stored by ViaCord with Client's approval.
- Transplantation of umbilical cord blood with less than 1×10^5 CD34+ cells per kilogram, even if such cord blood units have been stored by ViaCord with Client's approval.
- Co-transplant with supplemental stem cell sources (e.g., additional cord blood, peripheral blood or bone marrow).
- Transplant other than to biological family members. Biological family members defined as the child (i.e., the cord blood donor) and his/her biological parents and biological siblings.
- Experimental transplantation, defined below as any of the following:
    1. Transplantations using stem cells that, prior to administration to the patient, have been subject to more than minimal manipulation including, but not limited to, the following:
        a. Stem cell expansion
        b. Extensive laboratory culture or positive or negative cell selection.
        c. Gene Therapy
    2. Transplantation using stem cells that are subject to a US Food and Drug Administration investigational new drug application or foreign equivalent.
    3. Use of an investigational drug by the transplant recipient within 100 days of transplantation.
    4. Cells transplanted for non-homologous use.

The Quality Product Guarantee is not available to:

a. Individuals whose cord blood stem cell collection, storage or transplant fees are paid in full or part by Medicare or Medicaid.
b. Individuals whose cord blood stem cell collection, storage or transplant fees are paid in full or part by third party payers in Massachusetts and Michigan.

Required documentation of failure to engraft:

a. Signed statement from the treating transplant physician attesting to the fact that the transplant did not engraft as described above; and
b. Supporting laboratory reports; or
c. ViaCord's written notice of its inability to produce the cord blood unit for hematopoietic transplant.

Notification of Insurance:
By accepting payment via the Quality Product Guarantee, the recipient agrees to notify any third party payer who paid in part or wholly for the collection, storage, or transplant, of the existence of this Quality Product Guarantee, the amount paid and all other terms and conditions. Prior to payment of the Quality Product Guarantee, ViaCord must have proof, in writing, that all third party payers involved in paying for collection, storage or transplant have been notified.

Additional Information:
Although the preservation and potential use of umbilical cord blood is expanding rapidly, the odds that a family without a defined risk will ever use their child's umbilical cord blood are low and it may never be needed. There is no guarantee that the umbilical cord blood will be a match for any particular family member or that an umbilical cord blood stem cell transplant will provide a cure. As with any transplant therapy, therapeutic success depends upon many factors beyond the stem cell themselves including patient condition, type of disease, recipient-donor relationship and matching, and other factors. The decision to use stored umbilical cord blood stem cells for transplantation must be made in careful consideration with your treating physician.

All communication regarding Quality Product Guarantee must be in writing to: ViaCord, LLC, 245 First Street, 15th Floor, Cambridge, MA 02142, Re: ViaCord Pledge.