



CSU/ERL Oocyte Transfer and ICSI Agreement

2013 Breeding Season

DONOR MARE INFORMATION
 Registered Name: _____
 Barn Name: _____
 Breed: _____ Color: _____
 Registration Number: _____ Age: _____
 Insurance Agency: _____
 Type of Insurance: _____
 Contact phone, etc: _____

OWNER INFORMATION
 Owner: _____
 Owner Address: _____

 Phone Numbers (note order of preference): _____ Home
 _____ Work
 _____ Cell
 _____ Fax
 Email Address: _____
 Agent/Additional contact for reproductive procedures:
 Agent: _____
 Phone No: _____ Home
 _____ Cell
 In case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical or surgical treatment.
 Name : _____
 Phone No: _____ Home
 _____ Cell
 Primary Contact for Reproductive Procedures:

 Phone No.: _____ Home
 _____ Cell
 Email address: _____

SERVICES DESIRED

1. Oocyte Transfer
 CSU/ERL reserves the right to perform ICSI instead of oocyte transfer.
2. ICSI
 I prefer embryos produced by ICSI to be transferred into:
 Oviduct
 Uterus

The final decision for each oocyte/embryo regarding transfer method will be made by CSU/ERL and will depend on type of oocyte(s), quality of oocyte(s)/embryo(s), and availability of recipients.

3. Embryo cryopreservation
 Storage fees will be charged for cryopreserved embryos.
4. Frozen Semen Stored. Storage fees will be charged and a Freezing and Storage Contract is required.

SERVICE CHARGES –See Fee Schedule.

1. **Cycle Fee** covers reproductive monitoring and treatments to manipulate the Donor Mare's cycle for Donor Mares housed at CSU/ERL.
2. **Oocyte Collection Fee** for the collection of egg(s) from the Donor Mare during a cycle or from harvested ovaries.
3. **Sperm Injection Fee (ICSI)** for injecting a sperm into the Donor Mare's egg(s) per cycle or for oocytes(s) shipped to CSU/ERL or oocytes harvested from ovaries shipped to CSU/ERL.
4. **Embryo Culture Fee** for the culture of embryo(s) for attempted uterine transfer(s).
5. **Transfer Fee** for transferring the oocyte or ICSI-produced embryo into a recipient mare's uterus or oviduct, charge based on transfer method.
6. **Pregnancy Fee** charged at 35 days of gestation for each pregnant recipient, charge based on transfer method.
7. The Owner/Agent is responsible for veterinary fees and charges associated with **additional reproductive or health treatments** deemed necessary for the Donor Mare (e.g. uterine lavage, antibiotics and endocrine profiles) housed at CSU/ERL or pregnant recipients after 35 days of gestation.
8. Recipient(s) will be transferred to Donor Mare Owner's name at 35 days of gestation. Board and Care for the pregnant recipient(s) will be charged to the Donor Mare Owner after 35 days of gestation.
9. Recipient(s) must be leased by the Donor Mare Owner directly from Abraham Equine, Inc., beginning at day 35 of pregnancy; see separate contract.
10. After weaning, the recipient mare must be returned directly to Abraham Equine, Inc., Canadian, Texas.
11. Costs for Service Charges are outlined in the Fee Schedule at the back of the contract.

STALLIONS listed in order of preference. Actual order of use will be determined by number of desired pregnancies, availability and quality of semen and pending pregnancies.

Stallion 1: _____ Number of Pregnancies: _____
 Contact: _____ Phone No.: _____
 Farm Name: _____ Check if contract is approved () finalized ()

Stallion 2: _____ Number of Pregnancies: _____
 Contact: _____ Phone No.: _____
 Farm Name: _____ Check if contract is approved () finalized ()

Stallion 3: _____ Number of Pregnancies: _____
 Contact: _____ Phone No.: _____
 Farm Name: _____ Check if contract is approved () finalized ()

Special Instructions:

HEALTH CONSIDERATIONS FOR DONOR MARES HOUSED AT CSU/ERL

Prior to transport to CSU/ERL, we **require** mares to be vaccinated for the following diseases. Please note approximate date of last vaccination, vaccines needed upon arrival, and vaccines you do not want given. If no vaccination history is provided, mares will be vaccinated as determined necessary upon arrival at owner's expense.

Eastern and Western Equine Encephalitis _____ Tetanus _____
 Rhinopneumonitis _____ Influenza _____ West Nile Virus _____
 Equine Viral Arteritis _____ Strangles (*Streptococcus equi*) _____ Rabies _____

Please fill in the following information to help us manage your mare. We **require** disclosure of any medical conditions that could affect management of the mare before acceptance of the mare in this program.

HEALTH CONSIDERATIONS & TREATMENTS

Medical problems _____

Current treatments _____

Management considerations _____

FEED

Hay type and quantity _____

Grain _____

Supplements _____

The standard diet at CSU/ERL is grass and/or alfalfa hay and SafeChoice (Nutrena) concentrate.

FARRIER SERVICES

Trimming or shoeing will be performed as needed or as requested. Please note any special instructions and/or contact phone numbers for a farrier to call for specific instructions. Farrier services will be billed directly by the farrier to the mare owner.

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 2013, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the College of Veterinary Medicine and Biomedical Sciences, Equine Reproduction Laboratory (hereafter referred to as CSU/ERL), and the Owner identified on p.1. above. CSU/ERL agrees to attempt oocyte recovery from Donor Mare listed on p.1. and/or transfer oocytes or embryos determined suitable by CSU/ERL into the reproductive tract of a synchronized recipient mare.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the Donor Mare, or if not the owner, then has actual authority to act as Owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal and its veterinary care. The Donor Mare Owner represents that they are the lawful owner of any frozen semen used in procedures, and if not the Donor Mare Owner will provide CSU/ERL with contact information for the lawful owner. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless CSU/ERL from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Donor Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Donor Mare (hereinafter, individually and collectively referred to as the Donor Mare Owner).
2. Donor Mare Owner agrees that during the period CSU/ERL is in possession of the Donor Mare, good equine practice may suggest and/or require the Donor Mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Donor Mare Owner hereby grants to CSU/ERL the right and authority, based upon its independent judgment, to administer routine preventative medicine and to have the Donor Mare trimmed or shod at any time by a farrier selected by CSU/ERL. The Donor Mare Owner shall pay/reimburse CSU/ERL for the cost thereof upon invoice as set forth in section 5 below.
3. The Donor Mare Owner hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from any disease, injury or death to the Donor Mare and/or pregnant recipient mare and/or *in utero* foal arising out of any undertaking by CSU/ERL under the terms of this Contract. Further, Donor Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL and Abraham Equine, Inc. from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorneys fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of Donor Mare Owner, or of any person while the mare(s) are under Donor Mare Owner's possession or control, whether caused by the sole negligent acts or omissions of Donor Mare Owner or by the concurrent negligent acts or omissions of Donor Mare Owner), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL or Lessor), condition, or storage of the mares or semen, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of CSU/ERL and Abraham Equine, Inc. **WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**
4. For oocyte or embryo transfers done at CSU/ERL, the Donor Mare Owner agrees to pay a pregnancy service fee for all recipient mares that have received an oocyte or embryo from the Donor Mare and are confirmed pregnant at 35 days gestation. See Fee Schedule attached hereto and incorporated herein. Donor Mare Owner agrees to pay pregnancy service fee for any additional pregnant recipients at 35 days of gestation when the pregnancies resulted from transfers of multiple oocytes from the same Donor mare, during the same or different cycles, and when transfers were approved by the Donor Mare Owner. The Donor Mare Owner agrees to pay all veterinary fees associated with routine care of the pregnant recipient and the preparation (e.g., Coggins test, health certificate and brand inspection) for departure after 35 days of pregnancy. If pregnancy is lost after 35 days of gestation, the Donor Mare Owner will receive a \$1,000.00 refund. The Donor Mare Owner must submit a notice signed by a veterinarian confirming the pregnancy loss to the ERL within 30 days of loss to be eligible for the refund.
5. Invoices will be sent each month that the Donor Mare and Recipient are at CSU/ERL. The invoice is a running total and the unpaid balance is to be paid monthly. If a payment is not made, services will be stopped until payment is received. **NO HORSES WILL BE ALLOWED TO LEAVE WITHOUT PAYMENT IN FULL AT TIME OF DEPARTURE.**
6. CSU/ERL currently acquires recipient mares from Abraham Equine, Inc., Canadian, Texas. Donor Mare Owner agrees to lease the pregnant recipient mare(s) carrying embryos from the Donor Mare directly from Abraham Equine, Inc., beginning at day 35 of pregnancy. Note: a separate lease contract from Abraham Equine, Inc. is required.
7. Donor Mare Owner agrees to pay all charges associated with shipment of semen and/or embryos to or from the Equine Reproduction Laboratory. The Donor Mare Owner also agrees to pay any express mail/courier/airline shipping charges, courier service charges and return freight charges.
8. Donor Mare Owner agrees to pay all charges associated with any cryopreserved (frozen) embryos. Donor Mare Owner agrees to provide the registered name of the stallion for each embryo.

9. Donor Mare Owner is responsible for the cost, disposition and/or storage of cryopreserved embryos remaining at the end of the season (September) which shall include the cost of returning any unused embryos, storing unused embryos, or destroying any unused embryos. Please indicate desired disposition of unused embryos:
- a. Disposal of unused embryos
 - b. Agree to pay to transport embryos to another site
 - c. Agree to pay for storage

The Donor Mare Owner understands and acknowledges that CSU/ERL does not insure stored or shipped embryos, and the purchase of insurance for the embryo is the sole responsibility of the Donor Mare Owner.

10. Donor Mare Owner is responsible for the cost, disposition and/or storage of frozen semen remaining at the end of the season (September) which shall include the cost of returning, destroying or storing any unused semen (see Freezing and Storage Contract and Fee Schedule). Donor Mare Owner is responsible for any costs related to semen used for the Donor Mare. If an arrangement is made through the Stallion/Semen Owner to provide limited semen for reproductive procedures, CSU/ERL must have written verification of the arrangement, and the Stallion/Semen Owner must complete a Freezing and Storage Contract for semen storage at CSU/ERL.
11. CSU/ERL shall take reasonable efforts to maintain the frozen embryos in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry. The Donor Mare Owner agrees to assume all responsibility for the frozen embryos and shall bear all risk of loss or damage to the frozen embryos, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold CSU/ERL (or any person employed by or associated with CSU/ERL) harmless on any and all damages associated therewith.
12. Donor Mare Owner agrees to pay all charges associated with shipment of semen to the Equine Reproduction Laboratory. The Donor Mare Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. CSU/ERL does not insure semen stored at CSU/ERL or shipped from CSU/ERL. The Donor Mare Owner or Semen Owner must obtain insurance through a certified insurer and/or arrange and pay for insurance through the shipper.
13. Donor Mare Owner agrees to pay all charges in full before removing the pregnant recipient(s) or Donor Mare frozen embryos or frozen semen. At least one-week notice must be given prior to departure of the donor and/or pregnant recipient mares and/or frozen embryos/semen to allow preparation of required paperwork. The Donor Mare Owner is required to make transportation arrangements for donor mare and pregnant recipients between the standard business hours of 7:30 am to 4:30 pm Monday through Friday. An After Hours Fee will be charged to the Donor Mare Owner when the donor or recipient mares arrive or leave CSU/ERL during hours outside of the standard business hours. Pregnant recipient mares must be removed from CSU/ERL by the fifth month of gestation.
14. Donor or recipient mares will not be released if insufficient notice is given or the bill is not paid prior to departure. All invoice balances are payable within 30 days of monthly or final invoice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Colorado State University reserves the right to refuse or suspend service when any of the Donor Mare Owner's accounts with CSU is past due. The Donor Mare Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Donor Mare Owner acknowledges lien rights of CSU pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to CSU/ERL for purposes of securing payment on Donor Mare Owner's account(s).
15. Donor Mare Owner is responsible for providing and paying for any insurance desired on the Donor Mare and/or pregnant recipient and/or *in utero* foal and/or frozen semen or embryos. CSU/ERL does not provide insurance.
16. Donor Mare Owner is responsible for parentage testing of any foal produced by oocyte transfer or ICSI. By signing this contract, the Donor Mare Owner recognizes and accepts that some inherent risk with respect to parentage is realized with these procedures and releases and holds CSU/ERL harmless from any and all claims, demands and causes of action relating to the procedures undertaken pursuant to this Contract.
17. Donor Mare Owner is responsible for fulfilling all Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Donor Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
18. If at any time CSU/ERL determines, in its sole judgment and discretion, that the Donor Mare or any Recipient Mare needs to be transferred to the Veterinary Teaching Hospital for medical or surgical treatment, the Donor Mare Owner is responsible for all charges. These charges will be billed separately by the VTH and must be paid in full before the animal can be returned back to the Equine Reproduction Laboratory. CSU/ERL will make reasonable efforts to contact Donor Mare Owner in the event that such transfer is required; however, if Donor Mare Owner cannot be immediately reached, Donor Mare Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.
19. This contract is non-transferable. If the donor or pregnant recipient Mare is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.
20. The Recipient Mare is to be returned to Abraham Equine, Inc., Canadian, TX, after the foal is weaned.
21. CSU/ERL reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days notice to Donor Mare Owner.

FEE SCHEDULE – 2013 SEASON

Please contact us if additional information regarding services and charges are desired.

Fees for Assisted Reproductive Procedures (cost per procedure unless otherwise noted)

Cycle Fee for Donor Mare management at CSU/ERL (per cycle or month for noncyclic donors)	\$ 400
Oocyte Collection Fee for the collection of oocytes from Donor Mare or harvested ovaries	\$ 500
ICSI Fee for injection of sperm into oocyte(s) from Donor Mare housed at CSU/ERL	\$ 500
ICSI Fee for injection of sperm into oocytes/ovaries shipped to CSU/ERL	\$ 750
Additional ICSI Stallion Fee (per stallion) when sperm from more than one stallion per ICSI session	\$ 100
Embryo Culture Fee for culture of ICSI embryos for uterine transfer	\$ 250

Embryo Shipment Fee for shipment of ICSI-produced embryos to another facility	\$ 400
plus Shipping Charges from courier	\$ TBD

NOTE: CSU/ERL does not insure the embryo during shipment. If the Donor Owner wants to insure the embryo through UPS/FedX, arrangements need to be made prior to the shipment with the front desk staff. Insurance for air shipments cannot be made through the courier and would be the sole responsibility of the Donor Owner.

Embryo Cryopreservation (Freezing) Fee	\$ 300
Embryo Storage Fee – requires storage contract (charge per month)	\$ 25

Oviductal Transfer Fee for oocyte (oocyte transfer) or early ICSI-produced embryo	\$ 1,200
Uterine Transfer Fee for ICSI-produced embryos cultured to later development stage	\$ 600

* Oocytes for oocyte transfer will be transferred into the recipient's oviduct (fallopian tube)

** Early embryos (1 to 2 days after ICSI) transferred into the recipient's oviduct

*** ICSI-produced embryos cultured in an incubator (approximately 7 days) and transferred into a recipient's uterus
The preferred method of transfer (into the oviduct or uterus) for ICSI embryos can be checked on front page of the contract, but CSU will make the final decision on method of transfer (oviduct and uterine) and fertilization (OT or ICSI).

Pregnancy Fee for 35 day pregnancies obtained from oviductal transfers	\$ 3,600
Pregnancy Fee for 35 day pregnancies obtained from uterine transfers	\$ 2,800

Recipient Lease per contract from Abraham Equine Direct charge from Abraham Equine

Board and Miscellaneous Services

Donor Mare Board for dry mares	\$ 23 per day
Recipient Mare Board after 35 days of pregnancy	\$ 20 per day
Late Arrival or Departure of donor or recipient mares (outside of standard business hours)	\$ 40 per mare
Farrier for trim	\$ 45
Brand Inspection	\$ 16
Coggin's Test	\$ 25
Health Certificate	\$ 26