

**HUMAN FERTILISATION AND EMBRYOLOGY AUTHORITY**

**SCIENTIFIC AND CLINICAL ADVANCES GROUP**

**EGG GIVING**

**Introduction**

1. The HFEA has received a number of enquiries and expressions of concern from patients and licensed centres in relation to the arrangement known as *egg giving*. *Egg giving* is an arrangement whereby a person seeking IVF treatment goes through one treatment cycle in which all the eggs collected are donated to a second person (recipient), followed by a further IVF cycle for their own treatment at reduced cost.

**Background**

2. At its meeting on 10<sup>th</sup> July 2003, the Authority agreed to issue a Chair's letter to all licensed centres informing them that:
  - The HFEA has never authorised or approved *egg giving*.
  - The practice of *egg giving* is being reviewed by the Authority and that guidance will be issued by the end of 2003.  
A copy of the draft letter is attached at Annex A.
3. The Human Fertilisation and Embryology Act 1990 provides that: "*a licence ... .. cannot authorise any activity unless it appears to the Authority to be necessary or desirable for the purpose of providing treatment services.*" [HF&E Act 1990 para.1(3) of Schedule 2].
4. Members are asked to note that *egg giving* is not a separate licensable activity. Centres licensed to carry out IVF and IVF with donated oocytes would be permitted to offer *egg giving* as part of its treatment services. However, it is the duty of the Person Responsible at licensed centres to ensure that suitable practices are used in the course of activities authorised by a licence [HF&E Act 1990 s. 17(1) (d)]. Furthermore section 25(1) of the HF&E Act 1990 provides that: "*the Authority shall maintain a code of practice giving guidance about the proper conduct of activities carried out in pursuance of a licence under [the] Act... .*"
5. Furthermore, it is a condition of all treatment licences that "*A woman shall not be provided with any treatment services .. . . unless [she has] been provided with such relevant information as is proper.*" Therefore, it is within the remit of the Authority to identify a minimum of necessary information that should be given to patients before they consent to receiving treatment which involves such arrangements as would be involved in *egg giving*.
6. Members are asked to note that Morgan Cole is currently reviewing all licence conditions and it has been proposed that consideration could be

given to placing a condition on all licences that prohibits *egg giving*. Centres wishing to carry out this activity would then need to apply to the Authority and, subject to approval of a Licence Committee, the prohibiting condition could be removed and replaced with conditions under which the activity could be carried out.

**Issues to be decided**

7. Members are asked to:

- Decide whether *egg giving* can in any circumstances be regarded as a safe and suitable practice.

If so –

- Decide whether *egg giving* should only be carried out under strict guidelines (conditions).
- Propose guidelines under which *egg giving* arrangements could be carried out at licensed centres (a copy of the HFEA's guidelines on egg-sharing arrangements is attached at Annex B).
- Agree for the Executive to seek the opinion of the RCOG, RCNFG, BICA and BFS.

**Chris O'Toole**  
**Policy Manager**  
**July 2003**

**DRAFT**

To: All Persons Responsible

CH (03) XX  
XX<sup>th</sup> July 2003

Dear Colleague,

**“Egg Giving”**

Recent media coverage of the arrangement known as *egg giving* has led to the HFEA receiving a number of enquiries and expressions of concern from patients and licensed centres. The purpose of this letter is to clarify the HFEA's position on *egg giving*, to inform licensed centres of action the HFEA's intends to take to review this practice and to request information from licensed centres undertaking any form of *egg giving*.

For the avoidance of doubt, a definition of *egg giving* is attached at Annex A. This includes circumstances where a patient in an egg sharing arrangement produces fewer eggs than the minimum needed for sharing and chooses to give all her eggs to the recipient in exchange for a free second cycle for her own use. Centres should use this definition to help them determine whether they operate an *egg giving* arrangement for the purposes of this letter.

Contrary to some press reports, the HFEA has never authorised or approved *egg giving*. We will, however, be undertaking a review to investigate whether *egg giving* is a suitable practice. The outcome of this review, and any guidance to clinics on *egg giving* produced as a consequence, will be completed and made available by the end of 2003.

The review of *egg giving* will be the first part of a wider review of gamete donation that will continue into 2004.

In the meantime, please could all centres currently operating an *egg giving* arrangement that meets the definition in Annex A submit their protocols to HFEA to reach us by no later than 5pm on Monday 4<sup>th</sup> August 2003. In line with current requirements on egg sharing schemes, any centres planning to establish *egg giving* arrangements before the outcome of the HFEA review, should submit their *egg giving* documentation to the Authority for review before the commencement of the arrangement. This information will assist us in determining the suitability of current practice.

The *egg giving* documentation supplied to HFEA should include:

- clinical/scientific and nursing protocols;
- information provided to patients, including consent agreement forms;

- a description of the counselling provided to patients;
- a description of the clinics' policy if the 2<sup>nd</sup> cycle of eggs provided by the *egg giver* is deficient in some way (for example where the patient produces too few eggs for her own treatment) together with the information provided to patients that addresses this, and other, risks, including hyperstimulation.

Clinics that have already included egg giving options as part of egg sharing protocols already submitted to HFEA need not provide this information again.

Clinics should also inform HFEA how many individual patients have participated in egg giving arrangements to date and, where known, how many are scheduled in future.

All documentation should be sent to Jo Christie at the HFEA, The London Fruit and Wool Exchange, Rooms 28/29, 2<sup>nd</sup> Floor, Brushfield Street, London E1 6EX.

Although egg giving is not a separately licensable activity and there are currently no specific HFEA guidelines covering such arrangements, clinics are reminded that, in operating such schemes, they must comply with the requirements of the HFEA Act 1990 and the Code of Practice. In particular, centres must ensure that suitable practices are used and that the interests of patients are protected at all times.

Furthermore, whilst licensed clinics are free to set their own charges for the treatment services they provide they must comply with Directions on giving and receiving money or other benefits in respect of the any supply of gametes or embryos contained in General Direction D.1998/1.

If you have any queries about this letter please contact [name] by phone on [ ] or by e-mail at [ ].

Yours faithfully,

Suzi Leather  
**Chair**

CH (03) XX

Annex A

**DEFINITION OF EGG GIVING**

*Egg giving* is an arrangement whereby a person seeking IVF treatment goes through one cycle in which all the eggs recovered are donated to a second person, followed by one or more further cycles of IVF for their own treatment at reduced cost. This differs from egg sharing in which one egg provider and one recipient share the eggs recovered from the provider in a single cycle.

*Egg giving* can also occur by default as a result of an egg sharing scheme where insufficient eggs are collected. It becomes an egg giving arrangement if the patient chooses to give the whole first cycle of eggs to the recipient in exchange for undergoing a free second cycle, when eggs are collected for their own use.

<b>GUIDANCE FOR EGG SHARING ARRANGEMENTS</b>
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**Introduction**

The HFEA has drawn up guidance for licensed centres offering or intending to offer licensed treatments involving an egg sharing arrangement.

Throughout this guidance the term egg provider is used to describe the woman sharing her eggs. The term egg recipient is used for the woman receiving some of these eggs.

Any egg sharing arrangement where the egg provider is herself undergoing licensed treatment should be subject to this guidance. Centres are reminded that this is a unique situation in which the egg provider is both an IVF patient and an egg donor. The HFEA recognises there may be a potential conflict of interest in egg sharing arrangements but this should not interfere with the clinical care that is provided.

Egg sharing will be documented on a centre's licence.

**General Principles**

1) In addition to the statutory consent required, two additional separate agreements should be drawn up. One should be between the egg provider and the centre and the other between the egg recipient(s) and the centre (Detailed guidance for the writing of egg sharing agreements is set out below).

2) Where there are few eggs available the arrangement for egg sharing should not compromise the egg provider's treatment (see also the additional guidance given on the drafting of agreements set out below).

**Guidance for the Drafting of Agreements for Egg Sharing Arrangements**

Within the general principles set out by the HFEA for egg sharing arrangements centres are required to draw up agreements between themselves and the egg providers and themselves and the egg recipients. The following is a guide to the kind of information that could be included in these agreements. Centres should ensure that the information contained in the agreement for the egg provider is consistent with that in the agreements of the egg recipient(s).

The information is not intended to be exhaustive, and centres should obtain their own legal advice on the content and legal consequences of their agreements.

## **Agreement between a licensed centre and the egg provider**

The agreement between the centre and the egg provider should set out the terms of the arrangement in full. It should be signed by both and should include a series of statements including those outlined below.

The document should clearly identify the egg provider and the centre.

### **i) Treatment**

A statement from the patient confirming that they have:

- a. had an opportunity to discuss the treatment procedures involved in providing her eggs as part of an egg sharing arrangement with a member of the centre's staff;
- b. received verbal and written information about the treatment provided;
- c. received all the required information listed in the relevant sections of the HFEA's Code of Practice. This information could be attached to the agreement; and
- d. been offered counselling about the implications of the treatment.

The nature of the treatment should be set out in full. This should include:

- a. the number of cycles of treatment involved;
- b. the date upon which treatment will commence; and
- c. full details of the egg sharing arrangement (more guidance on this is given later).

The nature and duration of the treatment covered by the agreement should be clear.

The patient and centre are encouraged to confirm that the treatment and payment for it will be carried out in accordance with the agreement and that both parties are bound by this agreement.

### **ii) Consent**

A statement confirming:

- a. that consent of the patient for the treatment has been obtained;
- b. that two HFEA statutory consent forms 00(7) have been completed (see additional note on consent);
- c. that this agreement does not override the terms of paragraph 4 of schedule 3 of the HFE Act. This means that the egg provider may withdraw or vary her consent in respect of any embryo created using her egg at any time until that embryo is used for treatment or research; and

d. the consequences of any withdrawal of consent and the liability of the parties involved and any additional costs that may be incurred.

**iii) Cost**

A statement describing:

- a. what costs (if any) should be paid by the egg provider to the centre; and
- b. the circumstances that would result in the egg provider being liable for the total cost and the total sums they would have to pay (also see part iv) Egg sharing arrangements below).

**iv) Egg sharing arrangements**

The egg sharing agreement should make it clear that where there are fewer eggs collected than the minimum needed for sharing, the egg provider should be given the option of using all the eggs at no additional cost to her.

The agreement should also cover full details of the egg sharing arrangements, including:

- a. the minimum number of eggs required for sharing;
- b. how these will be allocated;
- c. whether or not the egg provider will be liable to pay for any of the costs of the treatment. If the treatment is free, an appropriate caveat could be included if the egg provider becomes liable for payment if she varies her consent at any time before the embryos are used for treatment/or research.

**v) General**

A statement confirming that:

- a. any patient consenting to donate eggs under the HFE Act will not be the legal parent of any child(ren) resulting from the donation;
- b. in an anonymous egg sharing arrangement, neither the egg provider nor the egg recipient(s) will be made aware of the outcome of the other's treatment. No information will be available to either party that might identify the other or any resulting child(ren).

The agreement should be signed and dated by the egg provider and a representative of the centre.

**Agreement between a licensed centre and the egg recipient**

The agreement between the centre and the egg recipient should set out the terms of the arrangement in full. It should be signed by both and contain a series of statements including those outlined below.

The document should clearly identify the egg recipient and the centre.

**i) Treatment**

A statement from the patient confirming that they have:

- a. had an opportunity to discuss with a member of the centre's staff the treatment procedures involved in receiving eggs as part of an egg sharing arrangement;
- b. received verbal and written information about the treatment provided;
- c. received all the required information listed in the relevant sections of the HFEA's Code of Practice. This information could be attached to the agreement; and
- d. been offered counselling about the implications of the treatment.

The nature of the treatment of the egg recipient should be set out in full. This should include:

- a. the number of cycles of treatment involved;
- b. the date upon which treatment will commence;
- c. details of the egg sharing arrangement; and
- d. as part of the treatment of the egg recipient she will be provided with eggs from an egg provider donor.

The egg provider will also have undergone treatment procedures to obtain the eggs to be donated to the egg recipient. The nature and duration of the recipient's treatment and the egg-provider's treatment covered by the agreement should be clearly specified.

The patient and centre should confirm that the treatment and payment for it will be carried out in accordance with the agreement and that both parties are bound by this agreement.

**ii) Consent**

A statement that this agreement does not override the terms of paragraph 4 of schedule 3 of the HFE Act. This means that the egg provider may withdraw or vary her consent in respect of any embryo created using her egg at any time until that embryo is used for treatment or research.

**iii) Cost**

A statement describing:

- a. what costs the egg recipient is liable for; and
- b. what treatment services these costs will cover. This may include all or part of the egg provider's treatment. This should be stated clearly in the agreement.

**iv) Egg sharing arrangements**

The full details of the egg sharing arrangements including:

- a. the minimum number of eggs required for sharing;
- b. how these will be allocated;
- c. whether or not the egg recipient will be liable to pay for any of the costs of the egg provider's treatment, including an appropriate caveat dealing with altered consent.
- d. the procedures, options and cost implications if one of the parties varies or withdraws their consent.

v) General

A statement confirming that:

- a. any patient that has given effective consent to donate eggs under the HFE Act 1990 will not be the legal parent of any child(ren) resulting from the donation.
- b. in an anonymous egg sharing arrangement, neither the egg provider nor the egg recipient(s) will be made aware of the outcome of the other's treatment. No information will be available to either party that might identify the other or any resulting child(ren).

The agreement should be signed and dated by the egg recipient and a representative of the centre