



Terms and Conditions for Anatomical Donation and Cremation

Core Elements of Donation

The authorizing person confirms that they are authorized to make an anatomical gift pursuant to **ORS 97.955** or **ORS 97.965**, and have the right to authorize disposition of the donor's remains pursuant to **ORS 97.130**. The authorizing person understands that the whole body donation is a gift to science. In most cases, an open casket viewing or embalming is not compatible with donation. Pursuant to **ORS 97.082**, an autopsy will not be performed to determine the cause or contributing factors of death. Neither the donor's estate nor the donor or their designee will receive monetary compensation or valuable consideration for this donation. Testing or analysis that facilitates the use of the donation may be performed on the body. This may include but is not limited to blood testing to screen for HIV, hepatitis B and C. Results may be reported to public health authorities if required by **ORS 433.004**. For a donor one month (28 days) of age or less, adequate consent pursuant to law shall be obtained for collection of blood from the birth mother for testing, if applicable. Testing and recovery of the anatomical gifts will be conducted at a facility licensed by the Oregon Health Authority. The human remains after anatomical donation will be cremated by a crematorium licensed by the Oregon Mortuary and Cemetery Board, selected by Aeternitas Life.

The anatomical gifts received through this donation, including the recovery of organs, tissues and fluids, will go to benefit research and education and may be preserved, stored and used indefinitely. No guarantee can be given that the donation will benefit specific research or education. The anatomical gifts received through this donation will be used wherever there is the greatest need, and may be distributed to non-profit and for-profit institution(s), in the United States and internationally. The authorizing person acknowledges that the body may undergo extensive preparation and long term preservation to ensure the viability of the anatomical gifts received through this donation. The authorizing person further acknowledges that disposition of the anatomical gifts may be conducted by the institution(s) to which they have been distributed, in accordance with all laws pertaining to the disposition of human remains. The authorizing person may request that partial cremated remains of the body be returned to a recipient or scattered. Pursuant to **ORS 438.715(2)**, any cremated remains returned to a recipient in a cardboard or plastic urn will not include the cremated remains of the anatomical gifts recovered for research and education. Any belongings or personal effects that arrive with the donor will be cremated or disposed in accordance with applicable regulations.

This document of authorization specifically authorizes and grants disclosure of the donor's medical and other relevant records, performing of testing and reporting for transmissible diseases, archiving of blood samples, the possibility of public display, safety or trauma testing of the anatomical gifts, and such other requirements as may be applicable for the specific donation. All protected health information as defined by the Health Insurance

Portability and Accountability Act (HIPAA), referred to in Title 45, § 164.512 Code of Federal Regulations, will remain confidential and will be stored in a secure location.

Upon authorization of donation, Aeternitas Life agrees to be responsible for certain costs **directly** related to the donation including death certificate processing, cremation and distribution or disposition of the anatomical gifts. The company will not reimburse costs incurred before the authorization of donation. The company can only accept authorization of donation from residents of states in the service area. Residents of states in the service area who register with Aeternitas Life but pass away outside of the service area cannot be accepted. In order to protect the safety of medical personnel, individuals with HIV, hepatitis B or C, tuberculosis, prion disease, or antibiotic-resistance viral or bacterial infection cannot be accepted. Furthermore, any individual who registers with Aeternitas Life but contracts an infectious, contagious, communicable or dangerous disease(s) before passing away cannot be accepted. In most cases, donations can be accepted up to a week after an individual has passed away. In the condition that unforeseen circumstances at the time of death appear to make transportation of the donor to an Aeternitas Life facility hazardous to any personnel, the company reserves the right, at its sole discretion and direction, to forego donation and provide for the disposition of human remains at a local crematorium.

In the event that the authorizing person subsequently rescinds the authorization, the authorization becomes totally and completely void and no obligation will be placed on Aeternitas Life or its associated agents regarding any costs related to the death or disposition of the donor. For the convenience of the authorizing person and next of kin, a donation coordinator is available to respond to any questions regarding these terms and conditions and authorization. During normal business hours, please call **844.330.7040**, or e-mail anytime at **contact@aeternitas.com**. A donation coordinator will respond to electronic requests within twenty-four hours. A copy of the document of authorization is available for receipt per request of the authorizing person or next of kin.

Signatures and Documentation

The authorizing person confirms that they are not under the influence of anesthesia or any drug that could influence their ability to give authorization for donation. The authorizing will confirm, upon their oath and under penalty of perjury that they hereby swear and affirm that they have the right to give authorization to control the remains of the donor named in the document of authorization. Pursuant to **ORS 97.974**, the authorizing person agrees to hold the company, crematory, funeral director, or persons acting as such, their officers and employees harmless from any liability cost or expenses resulting from this authorization. Pursuant to **ORS 97.976**, the authorizing person agrees to hold Aeternitas Life and all associated agents, including the anatomical gift end users, harmless from loss or damage, including incidental and consequential damage which results from the authorizing person not having proper legal authority to consent. The authorizing person acknowledges that the donor's name, address, and all other records regarding the donation shall be kept on file by the company at a secure location. The authorizing person confirms and agrees that they have had adequate time for consideration, and have had any and all of their questions about these terms and conditions and authorization answered satisfactorily by a donation coordinator. The authorizing person will confirm and verify their understanding of all listed disclosures and grant authorization for donation without coercion and of their own free will as indicated by their signature on the document of authorization (Ref. Authorization).