

Terms and Conditions for Non-transplant Anatomical Donation and Cremation

Last updated November 2021

TABLE OF CONTENTS

Section 1	Legal and Voluntary Authorization
Section 2	Costs and Services
Section 3	Donor Medical Records
Section 4	Serological Testing and Reporting
Section 5	Purpose and Scope of Donation
Section 6	Cremation and Disposition of Remains
Section 7	Revocation of Authorization
Section 8	Access and Use of Donation
Section 9	Corporate Social Responsibility
Section 10	Environmental Impact Assessment

Section 1 Legal and Voluntary Authorization

The authorizing person understands and confirms that they are legally authorized to make a non-transplant anatomical donation pursuant to ORS 97.955 or ORS 97.965 and have the right to authorize the cremation and disposition of the donor's remains pursuant to ORS 97.130.

The authorizing person understands and confirms that the non-transplant anatomical donation is a gift to science, for the purpose of medical research, training, and education.

The authorizing person understands and confirms that a traditional funeral service, open casket viewing, embalming or transplant anatomical donation may not be possible with non-transplant anatomical donation.

The authorizing person understands and confirms that, pursuant to ORS 97.082, an autopsy will not be performed to determine the cause or contributing factors of death with non-transplant anatomical donation.

The authorizing person understands and confirms that they are not under the influence of anesthesia or any drug that could influence their ability to give voluntary authorization for non-transplant anatomical donation.

The authorizing person understands and confirms, upon their oath and under penalty of perjury, hereby swear and affirm, that they have the legal right to give authorization to control the remains of the donor named in the document of authorization for non-transplant anatomical donation and cremation.

The authorizing person understands and confirms, that pursuant to ORS 97.974, the authorizing person, next of kin, and witnesses, agrees to hold Aeternitas Life, crematory, associated parties, funeral director, or persons acting as such, their officers, and employees harmless from any liability cost or expenses resulting from the authorization for non-transplant anatomical donation and cremation.

The authorizing person understands and confirms, that pursuant to ORS 97.976, the authorizing person, next of kin, and witnesses, agrees to hold Aeternitas Life and all associated agents, including the non-transplant anatomical donation end users, harmless from loss or damage, including incidental and consequential damage which results from the authorizing person not having proper legal authority to authorize the non-transplant anatomical donation.

The authorizing person understands and confirms that they have had adequate time for consideration and have had any and all of their questions about these terms and conditions and authorization for non-transplant anatomical donation and cremation, including authorization for optional, add-on services answered satisfactorily by a donation coordinator.

The authorizing person understands and confirms that they have verified their understanding of all listed disclosures and grant authorization for non-transplant anatomical donation and cremation without coercion and of their own free will as indicated by their signature on the document of authorization.

Section 2 Costs and Services

The authorizing person understands and confirms that pursuant to ORS 97.981, neither the donor's estate nor the donor or their designee will receive monetary compensation or valuable consideration for this non-transplant anatomical donation and cremation.

The authorizing person understands and confirms that upon authorization of non-transplant anatomical donation, Aeternitas Life agrees to be responsible for certain costs directly related to the non-transplant anatomical donation including death certificate processing, cremation and distribution or disposition of the organs, tissues and fluids as part of the non-transplant anatomical donation.

The authorizing person understands and confirms that Aeternitas Life will not reimburse funeral service or transportation costs incurred before the authorization of non-transplant anatomical donation, or costs not directly related to the non-transplant anatomical donation.

The authorizing person understands and confirms that Aeternitas Life can only accept authorization for non-transplant anatomical donation from legal residents of states in the service area.

The authorizing person understands and confirms that the cost of supplemental services authorized by the authorizing person will be the responsibility of the authorizing person and must be paid in full before acceptance of the donor in the service area.

The authorizing person understands and confirms that legal residents of states in the service area who pre-register with Aeternitas Life but pass away outside of the service area cannot be accepted.

The authorizing person understands and confirms that 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.

The authorizing person understands and confirms that any individual who pre-registers with Aeternitas Life but contracts an infectious, contagious, communicable, or dangerous disease(s) before passing away in the service area cannot be accepted.

The authorizing person understands and confirms that in most cases, registration for non-transplant anatomical donation can be accepted up to a week after an individual has passed away pursuant to the terms and conditions.

The authorizing person understands and confirms that 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 non-transplant anatomical donation and provide for the disposition of human remains at a local crematorium.

Section 3 Donor Medical Records

The authorizing person understands and confirms that the document of authorization specifically authorizes and grants disclosure of the donor's medical and other relevant records.

The authorizing person understands and confirms that the document of authorization authorizes performing of testing and reporting for transmissible diseases, archiving of blood samples, the possibility of public display, safety or trauma testing, and such other requirements as may be applicable for the specific non-transplant anatomical donation.

The authorizing person understands and confirms that the document of authorization authorizes the cremation and disposition of the donor's remains upon completion of the non-transplant anatomical donation.

The authorizing person understands and confirms that the donor's name, address, social security number, death certificate information and all other records regarding the non-transplant anatomical donation shall be kept on file by the company at a secure location.

The authorizing person understands and confirms that 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.

Section 4 Serological Testing and Reporting

The authorizing person understands and confirms that testing or analysis that facilitates the use of the non-transplant anatomical donation may be performed by a facility licensed to perform post-mortem disease testing, a Clinical Laboratory Improvement Amendments (CLIA) Certified laboratory, selected by Aeternitas Life.

The authorizing person understands and confirms that serological testing may include but is not limited to blood testing to screen for HIV, hepatitis B and C.

The authorizing person understands and confirms that serological results may be reported to public health authorities if required by ORS 433.004.

The authorizing person understands and confirms that 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.

The authorizing person understands and confirms that the testing, recovery, storage and distribution of organs, tissues, and fluids as part of the non-transplant anatomical donation will be administered by Aeternitas Life, a non-transplant anatomical research and recovery organization (NARRO) licensed by the Oregon Health Authority (OHA).

Section 5 Purpose and Scope of Donation

The authorizing person understands and confirms that the organs, tissues, and fluids recovered and distributed as part of the non-transplant anatomical donation, will go to benefit medical research, training and education and may be preserved, stored, and used indefinitely.

The authorizing person understands and confirms that in most cases, no guarantee can be given that the non-transplant anatomical donation will benefit a specific medical research, training, or education program.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the non-transplant anatomical donation may be distributed to several institutions.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the non-transplant anatomical donation may be distributed to universities, research laboratories and medical training organizations.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the non-transplant anatomical donation may be used by institutions for approved uses, including anatomy and physiology education, pathology education, forensic education, surgical training, medical research, medical dissection, or other appropriate uses that have been thoroughly detailed and vetted by Aeternitas Life.

The authorizing person understands and confirms that the procedures, methods, and research utilized in specific research programs, derived from the organs, tissues and fluids recovered as part of the non-transplant anatomical donation may be examined and approved by an independent institutional review board (IRB), selected by Aeternitas Life.

The authorizing person understands and confirms that the organs, tissues, and fluids recovered as part of the non-transplant anatomical donation may be distributed to non-profit and for-profit institutions, in the United States and internationally.

The authorizing person understands and confirms that all institutions are prohibited from transferring organs, tissues, and fluids recovered and distributed by Aeternitas Life as part of the non-transplant anatomical donation to third party institutions without the express written consent of Aeternitas Life.

The authorizing person understands and confirms that all institutions are prohibited from utilizing photography, videography, or other method to publicly display or identify the organs, tissues and fluids recovered and distributed by Aeternitas Life as part of the non-transplant anatomical donation without the express written consent of Aeternitas Life.

The authorizing person understands and confirms, that pursuant to ORS 97.972(9), neither the physician who attends the donor at death or the physician who determines the time of the donor's death may participate in the recovery of the organs, tissues and fluids recovered as part of the non-transplant anatomical donation.

Section 6 Cremation and Disposition of Remains

The authorizing person understands and confirms that the donor's remains after non-transplant anatomical donation will be cremated by a facility licensed by the Oregon Mortuary and Cemetery Board (OMCB), selected by Aeternitas Life.

The authorizing person understands and confirms that disposition of remains after non-transplant anatomical donation may be conducted by the institutions to which they have been distributed, in accordance with all laws pertaining to the disposition of human remains.

The authorizing person understands and confirms that they may request that partial cremated remains of the donor be returned to a recipient or scattered after non-transplant anatomical donation.

The authorizing person understands and confirms that all cremations of human remains are performed individually by a licensed crematory, selected by Aeternitas Life.

The authorizing person understands and confirms that the crematory makes all reasonable efforts, and uses its best efforts, to avoid commingling of cremated remains, however there will be inadvertent or incidental commingling of minute particles of cremated remains as part of the cremation process from the residue of previously cremated remains, and the authorizing person understands and accepts this fact.

The authorizing person understands and confirms that in most cases, cremated remains can be returned to a recipient designated by the authorizing person in twelve to sixteen weeks after the non-transplant anatomical donation was made but may take as long as one to two years, depending on the purpose of the donation.

The authorizing person understands and confirms that 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 organs, tissues, and fluids recovered for research and education.

The authorizing person understands and confirms that any belongings or personal effects that arrive with the donor will be cremated or disposed in accordance with applicable regulations and will not be returned to a recipient.

The authorizing person understands and confirms that arrangements must be made to remove any belongings or personal effects, such as possessions or valuables prior to the time that the donor is transported to Aeternitas Life.

The authorizing person understands and confirms that Aeternitas Life will deliver or dispose of the cremated remains as directed by the authorizing person on the document of authorization.

Section 7 Revocation of Authorization

The authorizing person understands and confirms that pursuant to ORS 97.967, if 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.

The authorizing person understands and confirms that if a revocation is made, the authorizing person will be responsible for all costs incurred with the donation including transportation and other arrangements for disposition.

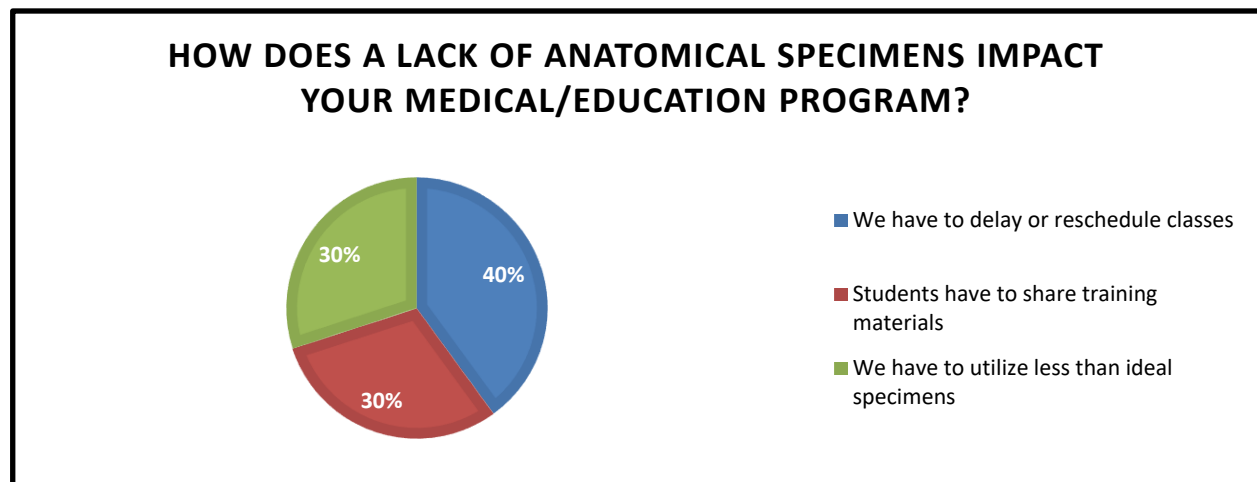
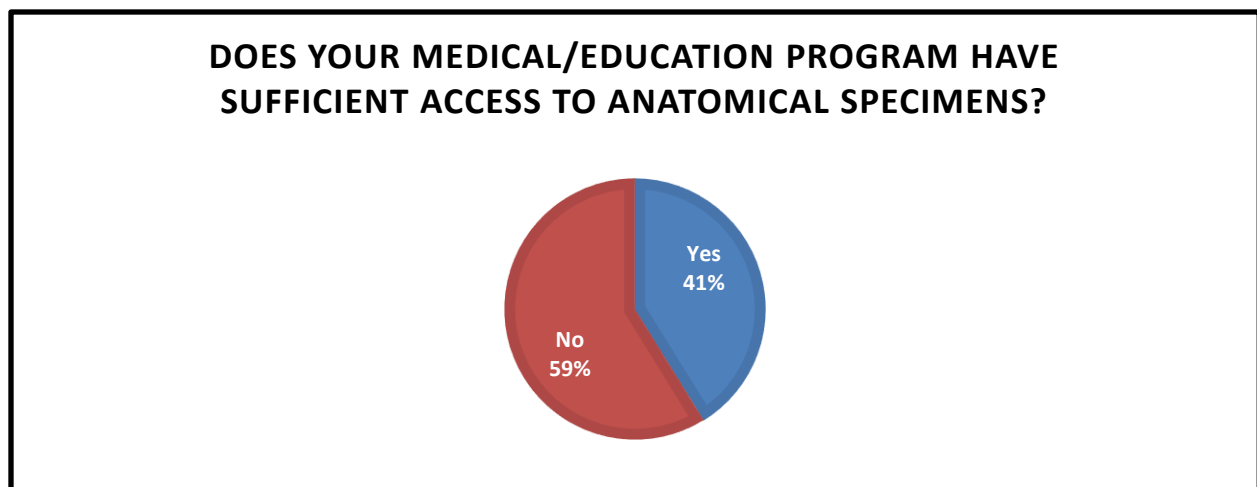
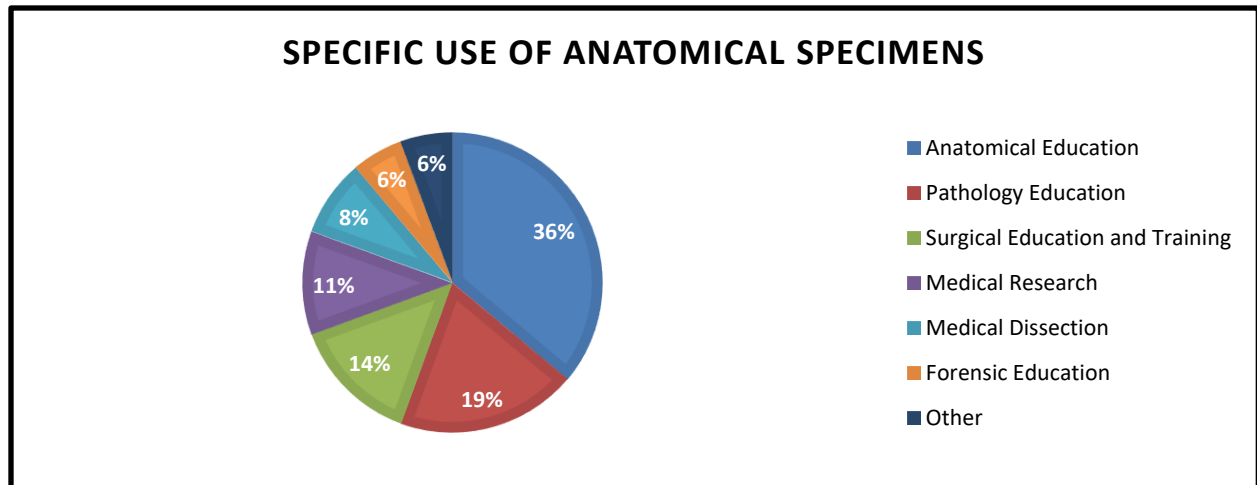
The authorizing person understands and confirms that pursuant to ORS 97.967(3) a revocation is effective only if it has been made before the recovery of organs, tissues, and fluids as part of the non-transplant anatomical donation.

The authorizing person understands and confirms that for the convenience of the authorizing person, next of kin, and witnesses, a donation coordinator is available to respond to any questions regarding these terms and conditions.

The authorizing person understands and confirms that a copy of the document of authorization is available for receipt per request of the authorizing person, next of kin and witnesses.

Section 8 Access and Use of Donation

A 2021 survey of specific uses of anatomical specimens among institutions, including universities, research laboratories and medical training organizations, determined the following summary of uses and current need for non-transplant anatomical donations.

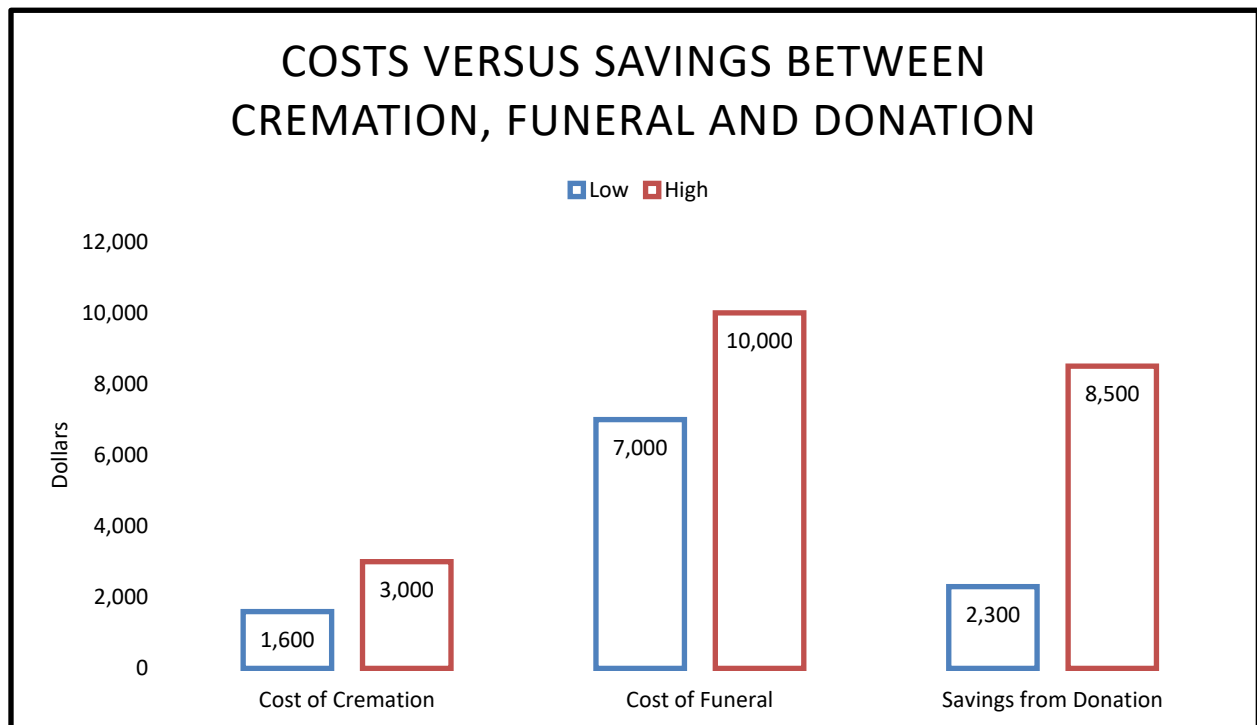


Section 9 Corporate Social Responsibility

Costs The average North American traditional cremation costs between \$1,600 and \$3,000, and the average North American traditional funeral costs between \$7,000 and \$10,000, according to Parting.com.

Savings Since 2015, Aeternitas Life has helped families save on the costs of a traditional funeral or cremation, while giving donors and their families the opportunity to contribute to important advances in medical research, training, and education.

To date, families in our local communities have saved a total of \$4 to 6 million in traditional cremation and funeral expenses by making the decision to donate with Aeternitas Life. We are proud to offer families the opportunity to donate for the advancement of medical research, training, and education.



Sources: <https://www.parting.com/blog/cost-considerations-when-choosing-direct-cremation/>
<https://www.parting.com/blog/funeral-costs-how-much-does-an-average-funeral-cost/>

Section 10 Environmental Impact Assessment

Chemicals The average North American embalming and burial uses 1 gallon (3.8 liters) of embalming solution for every 50 pounds (22.7 kilograms) of body weight, according to HowStuffWorks.com. That translates to 3 to 5 gallons of embalming solution used per burial.

The main ingredients in embalming fluid are formaldehyde, glutaraldehyde, phenol, humectants, dyes, anti-edemic chemicals, and disinfectants. Environmentally, the primary concern regarding the use of embalming solution is associated with the use of formaldehyde, which the United States Environmental Protection Agency lists as a probable carcinogen.

These chemicals gradually work their way into the soil and underground waterways which constitute America's water table. In the United States, over 827,000 gallons of formaldehyde-based embalming fluid leaks into waterways and soil every single year, according to the National Funeral Directors Association (NFDA). Not only is embalming fluid toxic, but the chemicals used to process and finish the wood for the caskets are also detrimental to the environment.

Materials Traditional burials in North America use 30 million pounds of hardwood, 2,700 tons of copper and bronze, 104,272 tons of steel, and 1,636,000 tons of reinforced concrete for burial vaults and caskets, according to the Berkeley Planning Journal.

The amount of wood needed to create caskets for traditional burials is equivalent to logging 4 million square acres of forest, which could have sequestered 65 million tons of carbon dioxide a year. The amount of wood used could otherwise have been used to build over 90,000 homes.

Acreage On average, 55.3 million people die worldwide according to World Health Organization. If every family chose a traditional burial consisting of a standard 7 ft by 3 ft grave plot, the amount of land required for burials would translate to 1,161,300,000 square feet, or 41.66 square miles of habitable and arable land devoted exclusively to graveyards. This number is increasing as the world population continues to grow.

Worldwide, rough estimates of land usage for graveyards would be about 4,300 square miles. To put this in context, that is the same size as the state of Connecticut.

Sources: <https://science.howstuffworks.com/science-vs-myth/afterlife/embalming.htm/printable>
<https://escholarship.org/uc/item/7br0d6c3>
<https://safepassageurns.com/blogs/blog/environmental-impact-of-burial-funerals>