

## Pacific Reproductive Services

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### AGREEMENT FOR ADMINISTRATION OF DIRECTED DONOR SPERM

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_ and, if applicable \_\_\_\_\_ (hereinafter "RECIPIENT or "COUPLE" and PACIFIC REPRODUCTIVE SERVICES (hereinafter "PACIFIC"), who may also be referred to herein as the "PARTIES."

#### RECITALS

RECIPIENT (or COUPLE) is a \_\_\_ Single woman \_\_\_ Domestic Partner \_\_\_ Married Spouse

WHEREAS, it is the desire of RECIPIENT (or COUPLE) to conceive a child by means of a reproductive procedure with the use of a known (Directed) donor; and

WHEREAS, PACIFIC is duly licensed and qualified to perform the cryopreservation and banking of human spermatozoa and reproductive procedures; and

WHEREAS, the PARTIES hereto intend to fully protect each other and any child(ren) who may be born to RECIPIENT (or COUPLE) as a result of the reproductive procedure performed.

NOW, THEREFORE, in consideration of the promises of each other and for value received, the PARTIES acknowledge and agree as follows:

#### AGREEMENT

1. RECIPIENT (or COUPLE) acknowledges and agrees that she has discussed the objective and method of the reproductive procedure to be performed with a health care practitioner of PACIFIC or with her own health care practitioner. RECIPIENT (or COUPLE) further acknowledges that she has had an opportunity to pose any medical questions she might have in connection with the services to be provided to her personally and with respect to the reproductive procedure in general.
2. RECIPIENT (or COUPLE) acknowledges and agrees that she has personally spoken with a representative at PACIFIC, and truthfully set forth her reasons for choosing to participate in a reproductive procedure, using sperm donated by a Directed donor at PACIFIC.
3. RECIPIENT represents that she has provided a complete and accurate medical history to her clinician, and understands that they have relied upon this information in advising RECIPIENT (or COUPLE) pursuant to paragraph one above.
4. RECIPIENT further represents and understands that she has undergone a physical examination, including laboratory tests, as required by PACIFIC, and that PACIFIC has relied upon the information obtained in the resulting Medical Certification, duly executed by her clinician in advising RECIPIENT (or COUPLE) pursuant to paragraph one above.
5. PACIFIC acknowledges that they have performed a complete and thorough screening of the donor(s) for inheritable birth defects, inheritable serious illnesses that could be fatal, life threatening, or could result in permanent impairment of a body function or permanent damage to a body structure and for infectious diseases and, further, that they have found no evidence of such inheritable birth defects, serious illness or infectious diseases in the donor(s) whose semen will be used in the RECIPIENT'S reproductive procedure, unless specified on a separate waiver agreement, describing any such condition.
6. RECIPIENT (or COUPLE) acknowledges and agrees that she understands the medical tests performed in

the screening of donors are not always one-hundred percent accurate. RECIPIENT (or COUPLE) further acknowledges and agrees that she understands that it is not possible to pre-test a donor for each

and every disease, illness, condition or birth defect that may potentially affect the health of the child born as a result of using the donor's sperm.

7. RECIPIENT (or COUPLE) further acknowledges and agrees that PACIFIC has made available and RECIPIENT (or COUPLE) has had an opportunity to review the pertinent personal and family medical history of the donor whose sperm she plans to use in a reproductive procedure and she understands by such disclosure any related risks that may potentially affect the health of the child born as a result of using the donor's sperm.

With this knowledge:

**RECIPIENT (or COUPLE) DOES HEREBY FOREVER RELEASE AND ABSOLVE PACIFIC, AND ANY OF ITS HEALTH CARE PRACTITIONERS, FROM ANY AND ALL RESPONSIBILITY OR LIABILITY WHATSOEVER, FOR ANY RESULTING INFECTIOUS DISEASE IN THE RECIPIENT OR IN ANY FETUS/CHILD CONCEIVED AS A RESULT OF A REPRODUCTIVE PROCEDURE PERFORMED UPON RECIPIENT PURSUANT TO THE TERMS OF THIS AGREEMENT. RECIPIENT (or COUPLE) FURTHER RELEASES AND ABSOLVES PACIFIC, AND ANY OF ITS PRACTITIONERS, FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY BIRTH DEFECT OR SERIOUS ILLNESS IN A CHILD CONCEIVED PURSUANT TO THE TERMS OF THIS AGREEMENT.**

8. RECIPIENT (or COUPLE) acknowledges and agrees that she understands that PACIFIC cannot select or determine, and is not responsible for, the physical characteristics and/or sex of a child(ren) conceived as a result of a reproductive procedure with donor sperm.

With this knowledge:

**RECIPIENT (or COUPLE) DOES HEREBY RELEASE AND ABSOLVE PACIFIC, AND ANY OF ITS HEALTH CARE PRACTITIONERS, FROM ANY AND ALL RESPONSIBILITY WHATSOEVER IN CONNECTION WITH PHYSICAL AND/OR MENTAL CHARACTERISTICS OF A CHILD(REN) CONCEIVED AS A RESULT OF THE REPRODUCTIVE PROCEDURE, INCLUDING, BUT NOT LIMITED TO, BIRTH DEFECTS.**

9. RECIPIENT (or COUPLE) acknowledges and agrees that, by signing this agreement, she has absolved and released PACIFIC, and its health care practitioners, from any responsibility or liability for any complications, both physical and mental, that may occur as a result of a reproductive procedure with donor sperm, not resulting from negligence or malpractice.
10. RECIPIENT (or COUPLE) acknowledges and agrees that she specifically chose to undergo a reproductive procedure by a donor known to her. RECIPIENT (or COUPLE) further acknowledges that neither she nor any child born as a result of the reproductive procedure will have any claim against the donor whatsoever. RECIPIENT (or COUPLE) understands and agrees that, from the moment of conception, RECIPIENT (or COUPLE) shall accept all legal and moral responsibility for any child born through the reproductive procedure.
11. RECIPIENT (or COUPLE) acknowledges and agrees that she understands that PACIFIC can never be held financially responsible for the upbringing, education, medical care, or general welfare of any child conceived as a result of a reproductive procedure using donor sperm. RECIPIENT (or COUPLE) further agrees that she will never institute any proceeding or claim against PACIFIC for any costs connected to the raising of any child conceived through the reproductive procedure.
12. PACIFIC has explained to the RECIPIENT (or COUPLE) that the reproductive procedure may be unsuccessful and that a child may not be born as a result of this procedure. RECIPIENT (or COUPLE) acknowledges and agrees that the sole obligation for which she holds PACIFIC, or any of its health care

practitioners, responsible is a good faith effort to induce pregnancy through RECIPIENT'S use of donor sperm.

13. RECIPIENT (or COUPLE) acknowledges and agrees to accept full financial responsibility, and to pay in full all quoted charges for the items rendered by PACIFIC, including semen specimens, storage of sperm, medications, and laboratory procedures, regardless of whether or not pregnancy or childbirth result. RECIPIENT (or COUPLE) further acknowledges and agrees that such storage fees may automatically be charged to his/her bankcard at intervals determined by PACIFIC. In such cases, RECIPIENT (or COUPLE) will leave her/his bankcard information on file with PRS. Initial\_\_\_\_\_
14. PACIFIC wants to avoid being a third party to any future litigation relating to the relationships between the following parties: RECIPIENT (or COUPLE) \donor, child\donor, or child\RECIPIENT (or COUPLE). RECIPIENT (or COUPLE) acknowledges and agrees that she shall indemnify, defend, and hold harmless PACIFIC in any litigation between recipient and donor, child and donor, or child and recipient.
15. PACIFIC has explained to RECIPIENT (or COUPLE) that PACIFIC is required by tissue banking regulations to keep and maintain records of the outcome of each reproductive procedure, including: failure to conceive, each pregnancy, birth, miscarriage, or other pregnancy outcome.

With this knowledge:

**RECIPIENT (or COUPLE) AGREES TO NOTIFY PACIFIC OF THE OUTCOME FROM EACH AND EVERY REPRODUCTIVE PROCEDURE, INCLUDING EACH AND EVERY PREGNANCY, BIRTH, MISCARRIAGE, OR OTHER OUTCOME(S) FROM PREGNANCY. RECIPIENT (or COUPLE) FURTHER UNDERSTANDS AND AGREES THAT SHE WILL NOT USE SPERM FROM MORE THAN ONE DONOR FOR A REPRODUCTIVE PROCEDURE IN ANY SAME REPRODUCTIVE CYCLE.**

16. RECIPIENT (or COUPLE) agrees and understands that, pursuant to paragraph number fifteen, above, all semen specimens obtained from her PACIFIC directed donor are for her personal use only.

With this knowledge:

RECIPIENT (or COUPLE) UNDERSTANDS AND AGREES THAT ANY SPERM DISTRIBUTED TO RECIPIENT (or COUPLE) MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER RECIPIENT (or COUPLE), INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT EXPRESS, WRITTEN CONSENT OF PACIFIC. RECIPIENT (or COUPLE) FURTHER UNDERSTANDS AND AGREES THAT, ANY USE OF PACIFIC DIRECTED DONOR SPERM *WITH PACIFIC'S CONSENT* REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT FOR ANY ADDITIONAL RECIPIENT.

17. RECIPIENT (or COUPLE) understands and agrees that pursuant to paragraph number fifteen, above, any embryos made as a result of a reproductive procedure, including In-vitro fertilization, using sperm of a pacific directed donor are for her personal use only. RECIPIENT (or COUPLE) further understands and agrees that any such embryos may not be donated or transferred to another recipient unless the egg donor was screened as a gamete donor at the time of IVF cycle.

With this knowledge:

**RECIPIENT (or COUPLE) AGREES THAT ANY EMBRYOS MADE AS A RESULT OF A REPRODUCTIVE PROCEDURE USING SPERM OF A PACIFIC DIRECTED DONOR MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER RECIPIENT, INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT EXPRESS, WRITTEN CONSENT OF PACIFIC. RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, ANY DONATION OF EMBRYO(S) *WITH PACIFIC'S CONSENT* REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT WITH THE RECIPIENT OF ANY SUCH EMBRYO(S).**

18. PACIFIC has explained to RECIPIENT (or COUPLE) and RECIPIENT (or COUPLE) understands that

PACIFIC is required by tissue banking regulations to keep and maintain all RECIPIENT (or COUPLE) records for a period of at least seven (7) years after the release of semen for a reproductive procedure not resulting in a live birth and for twenty-five years after the release of semen for a reproductive procedure known to have resulted in a live birth.

- 19. PACIFIC promises that RECIPIENT's (or COUPLE) name, address, and any other information which would directly or indirectly identify the RECIPIENT (or COUPLE) shall not be disclosed or released by Pacific Reproductive Services to any person or entity, except upon the written consent of the recipient, or except to authorized employees of Pacific Reproductive Services, or as required by law. RECIPIENT (or COUPLE) records are kept confidential in a locked file to which only authorized Pacific Reproductive Services personnel have access.
- 20. RECIPIENT (or COUPLE) acknowledges and agrees that she has the right, and has had the opportunity, to seek independent legal counsel with regard to the provisions of this Agreement and its execution.
- 21. RECIPIENT (or COUPLE) acknowledges and agrees that she signed this Agreement voluntarily and freely, of her own choice, without any coercion, duress or undue influence of any kind whatsoever.
- 22. This Agreement contains the entire understanding of the PARTIES. There are no promises, understandings, agreements or representations between the PARTIES other than those expressly stated in this Agreement.
- 23. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and in no way shall be impaired or invalidated.
- 24. In the event either Party brings a lawsuit to enforce the terms of this Agreement, the PARTIES acknowledge and agree that attorneys' fees and costs shall be awarded to the prevailing Party. It is the intention of the PARTIES that, regardless of the size of any judgment, the prevailing Party is to be fully compensated for all attorney's fees and costs that were incurred in good faith.
- 25. The PARTIES acknowledge and agree that the nature and terms of this Agreement shall remain confidential and that the original of the Agreement will be retained by PACIFIC in a confidential file.

IN WITNESS WHEREOF, the PARTIES hereunto have executed this Agreement in the City of Pasadena and County of Los Angeles, State of California, on the date noted above.

\_\_\_\_\_  
Signature of RECIPIENT

\_\_\_\_\_  
Signature of PACIFIC Representative

\_\_\_\_\_  
Printed name of RECIPIENT

\_\_\_\_\_  
Printed name of PACIFIC Representative

\_\_\_\_\_  
Signature of Partner or Spouse

\_\_\_\_\_  
Printed Name of Partner or Spouse

