

# Pacific Reproductive Services

## Agreement For Use Of Donor Sperm - Single Woman

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter "RECIPIENT and PACIFIC REPRODUCTIVE SERVICES (hereinafter "PACIFIC"), who may also be referred to herein as the "PARTIES."

### DEFINITIONS

PACIFIC means health care practitioners, employees, officers, directors, consultants, partners and agents of Pacific Reproductive Services.

Donor (is a *program donor* and may also be referred to as an *anonymous donor*) means a man who donates his sperm for reproductive use in a woman who is not his wife or life partner and who does not know and is unknown to the recipient.

*Willing to be Known Donor* is a donor who has agreed to be known to offspring conceived with his sperm at the time the offspring reaches the age of majority.

### RECITALS

RECIPIENT is a Single woman

WHEREAS, it is the desire of RECIPIENT to conceive a child by means of a reproductive procedure with the use of an anonymous donor and

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

WHEREAS, the PARTIES hereto intend to fully protect each other and any child(ren) conceived from using the donor's sperm;

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

### AGREEMENT

1. PACIFIC represents that the sperm Donor has previously signed a written agreement containing the following provisions:
  - a. That under the provisions of California Family Code section 7613(b), he is providing his semen to a medical facility supervised by a licensed physician for use in the artificial insemination of a woman who is not his wife, and that, as such, he will be treated in law as if he were not the natural father of a child thereby conceived
  - b. That he will have no rights or obligations with respect to either the Recipient of his semen or her Partner or Spouse or any children conceived as a result of artificial insemination with the use of his semen
  - c. That, by providing his semen for use in artificial insemination, he will have no right in law to demand, request or compel any guardianship, visitation, or custody right with any child conceived as a result of any artificial insemination using his semen
2. RECIPIENT 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 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.
3. RECIPIENT 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 program donor at PACIFIC.
4. RECIPIENT represents that she has provided a complete and accurate medical history to her own clinician, or to a PACIFIC clinician and understands that they have relied upon this information in advising RECIPIENT pursuant to paragraph two above.
5. 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 Form*, duly executed by her clinician in advising RECIPIENT pursuant to paragraph two above.
6. PACIFIC acknowledges that they have performed a complete and thorough screening of the donor(s) for infectious diseases and also for inheritable birth defects, serious illnesses or other medical conditions that could be fatal, life threatening, or could result in permanent impairment of a body function or permanent damage to a body structure and, further, that they have found no evidence of

such inheritable birth defects, serious illness, medical conditions or infectious diseases in the donor(s) whose semen will be used in the RECIPIENT'S reproductive procedure.

7. RECIPIENT acknowledges and agrees that, in accordance with New York state regulations, PACIFIC has notified her that some donors may have had more than one, but not more than 2 sexual partners within the last 6 months.
8.
  - a. RECIPIENT acknowledges and agrees that she understands that the medical tests performed in the screening of donor(s) are not always one hundred percent accurate. RECIPIENT 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.
  - b. RECIPIENT further acknowledges and agrees that PACIFIC has made available and RECIPIENT has had an opportunity to review the pertinent personal and family medical history of any donor(s) whose sperm she might choose to use in a reproductive procedure and she understands by such disclosure any risks for medical problems or birth defects that may potentially affect the health of a fetus or child conceived as a result of using the donor's sperm.

With this knowledge:

**RECIPIENT FOREVER RELEASES AND ABSOLVES PACIFIC FROM ANY AND ALL RESPONSIBILITY OR LIABILITY WHATSOEVER, FOR ANY BIRTH DEFECTS, SERIOUS ILLNESSES OR OTHER MEDICAL CONDITIONS IN A CHILD CONCEIVED PURSUANT TO THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_ RECIPIENT initial

**RECIPIENT FURTHER RELEASES AND ABSOLVES PACIFIC FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INFECTIOUS DISEASE IN THE RECIPIENT OR IN ANY FETUS/CHILD CONCEIVED AS A RESULT OF USING THE DONOR'S SPERM**

\_\_\_\_\_ RECIPIENT initial

9. PACIFIC has explained to RECIPIENT that in the event of any adverse outcome in a PACIFIC donor conceived child that may be genetically transmitted, PACIFIC must investigate all potential causes to determine whether the condition was inherited from the donor, the mother of the child, or was not inherited at all. The results of such investigation will be used to make a determination as to whether it is safe to continue distribution of the PACIFIC donor's sperm and to also provide important information to other of the PACIFIC donor conceived families.

With this knowledge

**RECIPIENT UNDERSTANDS AND AGREES THAT IN THE EVENT THAT THERE IS A MEDICAL CONDITION IN HER PACIFIC DONOR CONCEIVED FETUS OR CHILD, SHE WILL PROVIDE TO PACIFIC OR AUTHORIZE PACIFIC TO OBTAIN ANY AND ALL OF HER OR CHILD'S OR FETUS'S RELEVANT MEDICAL RECORDS AS SUCH RECORDS BECOME AVAILABLE.**

\_\_\_\_\_ RECIPIENT initial

10. RECIPIENT 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 from using the donor's sperm.

With this knowledge:

**RECIPIENT DOES HEREBY RELEASE AND ABSOLVE PACIFIC FROM ANY AND ALL RESPONSIBILITY WHATSOEVER IN CONNECTION WITH PHYSICAL AND/OR MENTAL CHARACTERISTICS OF A CHILD(REN) CONCEIVED WITH THE DONOR'S SPERM.**

11. RECIPIENT acknowledges and agrees that she specifically chose to undergo a reproductive procedure by an anonymous donor. RECIPIENT further acknowledges that the identity of any donor will not be revealed to her, and that neither she nor any child born as a result of the reproductive procedure will have any claim against the donor whatsoever. RECIPIENT understands and agrees that, from the moment of conception, RECIPIENT shall accept all legal and moral responsibility for any child born through the reproductive procedure.
12. PACIFIC agrees that, if RECIPIENT selects and conceives from a donor who is currently willing to be known to a child conceived from his sperm, PACIFIC will, upon request *from the child who has reached the age of 18 years*, attempt to contact the donor to facilitate contact with the child. In the event PACIFIC is unable to contact the donor, PACIFIC will release a donor's identifying information *only to the child*. A donor's identifying information will include the donor's full name, date of birth, last known address, phone number and email address. PACIFIC has the right to limit or restrict donor's identifying information, as PACIFIC deems appropriate for donor privacy.
13. RECIPIENT fully understands that PACIFIC must now rely solely upon the donor's representation that he will later be known and upon the donor's willingness to keep PACIFIC informed of any subsequent name change or change in his last known address. PACIFIC does not have the ability to monitor the accuracy of information provided by the donor, and therefore makes no representation with respect to its ability to actually locate and contact a specific donor at some future time. While RECIPIENT may have requested the use of a "Willing To Be Known" donor, she hereby acknowledges that PACIFIC has not guaranteed that it will be able to make actual contact with the donor at some future time. RECIPIENT, therefore, hereby releases PACIFIC from any responsibility and/or liability that might result from an inability to locate and contact a specific donor in the future or by a donor's

breach of his prior agreement to be known.

14. RECIPIENT acknowledges and agrees that she understands that any donor, whether "*Willing To Be Known*" or not is entitled to his privacy and has not agreed to be contacted by RECIPIENT at any time, now or in the future

With this knowledge:

**RECIPIENT AGREES THAT SHE WILL NOT MAKE ANY ATTEMPT TO IDENTIFY OR CONTACT THE DONOR BY ANY MEANS WHATSOEVER AT ANY TIME, NOW OR IN THE FUTURE, UNLESS BY PRIOR, EXPRESS WRITTEN CONSENT OF THE DONOR.**

**RECIPIENT AGREES THAT SHE WILL NEVER DIVULGE THE DONOR'S IDENTITY TO ANYONE, BY ANY MEANS WHATSOEVER, NOW OR IN THE FUTURE.**

\_\_\_\_\_ RECIPIENT initial

14. RECIPIENT 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 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.
15. PACIFIC has explained to the RECIPIENT that the reproductive procedure with a PACIFIC donor's sperm may be unsuccessful and that a child may not be born as a result of this procedure. RECIPIENT acknowledges and agrees that the sole obligation, for which she holds PACIFIC, is a good faith effort to induce pregnancy through RECIPIENT'S use of donor sperm. RECIPIENT acknowledges and agrees to accept full financial responsibility, and to pay in full all quoted charges for the goods and services provided by PACIFIC, including semen specimens, storage of sperm, medications, and laboratory procedures, regardless of whether or not pregnancy or childbirth result.
16. PACIFIC wants to avoid being a third party to any future litigation relating to the relationships between the following parties: RECIPIENT v. donor; child v. donor; or child v. RECIPIENT. RECIPIENT acknowledges and agrees that she will indemnify, defend and hold harmless PACIFIC, including PACIFIC'S reasonable attorney's fees, and promises not to sue PACIFIC, in any litigation brought between these parties.
17. PACIFIC has explained to RECIPIENT 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, stillbirth or other pregnancy outcome.

**RECIPIENT AGREES TO NOTIFY PACIFIC OF THE OUTCOME FROM EACH AND EVERY REPRODUCTIVE PROCEDURE, INCLUDING EACH AND EVERY PREGNANCY, BIRTH, MISCARRIAGE, STILLBIRTH OR OTHER OUTCOME(S) FROM PREGNANCY.**

\_\_\_\_\_ RECIPIENT initial

18. RECIPIENT understands and agrees that she will not use sperm from more than one donor for a reproductive procedure in any same reproductive cycle.
19. RECIPIENT agrees and understands that semen specimens obtained from her PACIFIC donor are for her personal use only.

With this knowledge:

**RECIPIENT UNDERSTANDS AND AGREES THAT ANY SPERM SOLD OR DISTRIBUTED TO RECIPIENT MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER PERSON, INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT PRIOR EXPRESS, WRITTEN CONSENT OF PACIFIC. RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, ANY USE OF PACIFIC DONOR SPERM WITH PACIFIC'S CONSENT REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT FOR ANY PERSON OTHER THAN RECIPIENT.**

\_\_\_\_\_ RECIPIENT initial

**RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, IN ADDITION TO PACIFIC'S CONSENT, PACIFIC DONOR SPERM MAY NOT BE DONATED BY RECIPIENT FOR THE PURPOSE OF RESEARCH WITHOUT THE DONOR'S EXPRESSED WRITTEN CONSENT.**

20. RECIPIENT understands and agrees that any embryos made as a result of a reproductive procedure, including In-vitro fertilization, using sperm of a PACIFIC donor are for her personal use only.

\_\_\_\_\_ RECIPIENT initial

With this knowledge:

**RECIPIENT AGREES THAT ANY EMBRYOS MADE AS A RESULT OF A REPRODUCTIVE PROCEDURE USING SPERM OF A PACIFIC DONOR MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER PERSON INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT PRIOR EXPRESS, WRITTEN CONSENT OF PACIFIC.**

**RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, ANY DONATION OF EMBRYO(S) WITH PACIFIC'S CONSENT REQUIRES A PRIOR, SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT WITH THE PERSON RECEIVING ANY SUCH EMBRYO(S).**

\_\_\_\_\_ RECIPIENT initial

**RECIPIENT FURTHER UNDERSTANDS AND AGREES THAT, IN ADDITION TO PACIFIC'S CONSENT, EMBRYOS MADE AS A RESULT OF A REPRODUCTIVE PROCEDURE USING SPERM OF A PACIFIC DONOR MAY NOT BE DONATED BY RECIPIENT FOR THE PURPOSE OF RESEARCH WITHOUT THE DONOR'S EXPRESSED WRITTEN CONSENT.**

\_\_\_\_\_ RECIPIENT initial

- 21. PACIFIC has explained to RECIPIENT and RECIPIENT understands that PACIFIC is required by tissue banking regulations to keep and maintain all RECIPIENT 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 (25) years after the release of semen for a reproductive procedure known to have resulted in a live birth.
- 22. PACIFIC promises that RECIPIENT'S name, address, and any other information which would directly or indirectly identify RECIPIENT shall not be disclosed or released by PACIFIC to any person or entity, except upon the written consent of the RECIPIENT, or except to authorized PACIFIC employees or as required by law. RECIPIENT records are kept confidential in a locked file to which only authorized PACIFIC employees Pacific have access.
- 23. RECIPIENT 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.
- 24. RECIPIENT 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.
- 25. 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.
- 26. 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.
- 27. In the event either Party brings a lawsuit to enforce the terms of this Agreement, the PARTIES acknowledge and agree that reasonable 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 reasonable attorney's fees and costs.
- 28. The PARTIES acknowledge and agree that the nature and terms of this Agreement shall remain confidential and that the original or a facsimile of this Agreement will be retained by PACIFIC in a confidential file.

IN WITNESS WHEREOF, the PARTIES hereunto have executed this Agreement: [ check one ]

in the City and County of San Francisco, State of California, on the date noted above.

in the City of Pasadena and county of Los Angeles, State of California, on the date noted above.

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

\_\_\_\_\_  
Signature of PACIFIC Clinician

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

\_\_\_\_\_  
Printed name of PACIFIC Clinician