

Pacific Reproductive Services

Agreement For Use Of Donor Sperm – Couple

This Agreement is entered into this ____ day of _____, 20__ by and between _____ and _____ (hereinafter "RECIPIENTS" 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

RECIPIENTS represent they are ___ Registered Domestic Partners ___ Married Spouses ___ Neither

RECIPIENT A, whose name is _____ is the person who will undergo a reproductive procedure using a PACIFIC donor's sperm.

RECIPIENT B, whose name is _____ intends to have and raise a donor-conceived child with RECIPIENT A.

WHEREAS, the RECIPIENTS intend to become legal parents of a child conceived from a reproductive procedure with the use of anonymous donor sperm; 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) 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. PARTIES individually and collectively hereby acknowledge that this facility cannot and is not offering legal advice as to any parental rights or obligations regarding any offspring conceived with anonymous donor sperm. Nevertheless, The RECIPIENTS intend that California Family Code section 7613(a), apply to them, either as legally married spouses or as provided in The Domestic Partner Rights and Responsibilities Act (AB 205), effective January 1, 2005. This law provides that the rights and obligations of registered domestic partners with respect to a child of either of them shall be the same as those of spouses.

California Family Code section 7613(a) provides, in relevant part that, under the supervision of a licensed physician and surgeon and with the consent of her partner or spouse, a woman undergoes a reproductive procedure with semen donated by a man who is not her spouse, the recipient's partner or spouse is treated in law as if he or she were the natural parent of a child thereby conceived. (Official language paraphrased. This law applies only in the state of California.)

3. PARTIES individually and collectively agree that sections 7613(a) applies to any semen donated to or purchased by Recipient and Partner/Spouse. We agree that the administration of such Donor semen shall be under the supervision of a licensed physician and surgeon, and with the consent of Partner/Spouse, in accordance with section 7613(a). The Partner or Spouse's and Recipient's signatures below shall constitute the written consents required under section 7613(a). We understand and intend that the legal effect of section

7613(a) is to establish Partner or Spouse as a legal parent of the Child. (This law applies only in the state of California.)

4. RECIPIENTS acknowledge and agree that they have discussed the objective and method of the reproductive procedure to be performed with a health care practitioner of PACIFIC or with their own health care practitioner. RECIPIENTS further acknowledges that they have had an opportunity to pose any medical questions they might have in connection with the services to be provided to them personally and with respect to the reproductive procedure in general.
5. RECIPIENTS acknowledge and agree that they have personally spoken with a representative at PACIFIC, and truthfully set forth their reasons for choosing to participate in a reproductive procedure, using sperm donated by a Program donor at PACIFIC.
6. RECIPIENTS represent they have provided a complete and accurate medical history to RECIPIENT A's clinician or to a PACIFIC clinician, and understand that they have relied upon this information in advising RECIPIENTS pursuant to paragraph four above.
7. RECIPIENTS further represent and understand that RECIPIENT A has undergone a pre-pregnancy physical assessment 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 RECIPIENTS pursuant to paragraph four above.
8. 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.
9. RECIPIENTS 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.
10. a. RECIPIENTS acknowledge and agree that they understand that the medical tests performed in the screening of donor(s) are not always one hundred percent accurate. RECIPIENTS further acknowledge and agree that they understand 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. RECIPIENTS further acknowledge and agree that PACIFIC has made available and RECIPIENTS have had an opportunity to review the pertinent personal and family medical history of any donor(s) whose sperm they might choose to use in a reproductive procedure and they understand by such disclosure any known risks for medical problems or birth defects that may potentially affect the health of a fetus or child conceived a result of using the donor's sperm.

With this knowledge:

RECIPIENTS FOREVER RELEASE AND ABSOLVE 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.

RECIPIENTS FURTHER RELEASE AND ABSOLVE 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 A initial _____ RECIPIENT B initial

11. PACIFIC has explained to RECIPIENTS that in the event of any adverse outcome in a PACIFIC donor conceived child that is known to be or is possibly 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

RECIPIENTS UNDERSTAND AND AGREE THAT IN THE UNLIKELY EVENT THAT THERE IS A ADVERSE OUTCOME IN THEIR DONOR CONCEIVED FETUS OR CHILD, THEY WILL PROVIDE TO PACIFIC OR AUTHORIZE PACIFIC TO OBTAIN ANY AND ALL OF RECIPIENT A's OR SAID CHILD'S OR FETUS'S RELEVANT MEDICAL RECORDS AS SUCH RECORDS BECOME AVAILABLE.

_____ RECIPIENT A initial _____ RECIPIENT B initial

12. RECIPIENTS acknowledge and agree that they understand 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:

RECIPIENTS DO 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.

13. RECIPIENTS acknowledge and agree that they specifically chose to undergo a reproductive procedure by an anonymous donor.

RECIPIENTS further acknowledge that the identity of any donor will not be revealed to them, and that neither they nor any child born as a result of the reproductive procedure will have any claim against the donor whatsoever. RECIPIENTS understand and agree that, from the moment of conception, RECIPIENTS shall accept all legal and moral responsibility for any child born through the reproductive procedure.

14. PACIFIC agrees that, if RECIPIENTS select and conceive 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.
15. RECIPIENTS fully understand 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 RECIPIENTS may have requested the use of a "Willing To Be Known" donor, they hereby acknowledges that PACIFIC has not guaranteed that it will be able to make actual contact with the donor at some future time. RECIPIENTS, 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.
16. RECIPIENTS acknowledge and agree that they understand that any donor, whether "Willing To Be Known" or not is entitled to his privacy and has not agreed to be contacted by RECIPIENTS at any time, now or in the future.

With this knowledge:

RECIPIENTS AGREE THAT THEY 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.

RECIPIENTS AGREE THAT THEY WILL NEVER DIVULGE THE DONOR'S IDENTITY TO ANYONE, BY ANY MEANS WHATSOEVER, NOW OR IN THE FUTURE.

_____ RECIPIENT A initial _____ RECIPIENT B initial

17. RECIPIENTS acknowledge and agree that they understand 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. RECIPIENTS further agree that they will never institute any proceeding or claim against PACIFIC for any costs connected to the raising of any child conceived through the reproductive procedure.
18. PACIFIC has explained to the RECIPIENTS that the reproductive procedure may be unsuccessful and that a child may not be born as a result of this procedure. RECIPIENTS acknowledge and agree that the sole obligation for which they hold PACIFIC, or any of its health care practitioners responsible is a good faith effort to induce pregnancy through RECIPIENT's use of donor sperm. RECIPIENTS acknowledge and agree 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.
19. PACIFIC wants to avoid being a third party to any future litigation relating to the relationships between the following parties: RECIPIENTS v. donor; child v. donor; or child v. RECIPIENTS. RECIPIENTS acknowledge and agree that they 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.
20. PACIFIC has explained to RECIPIENTS 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.

With this knowledge:

RECIPIENTS AGREE 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 A initial _____ RECIPIENT B initial

21. RECIPIENTS understand and agree that they will not use sperm from more than one donor for a reproductive procedure in any same reproductive cycle.
22. RECIPIENTS agree and understand that semen specimens obtained from their PACIFIC donor are for their personal use only.

With this knowledge:

RECIPIENTS UNDERSTAND AND AGREE THAT ANY SPERM SOLD OR DISTRIBUTED TO RECIPIENTS MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER PERSON, INCLUDING RECIPIENTS' SEXUALLY INTIMATE PARTNER WITHOUT PRIOR EXPRESS, WRITTEN CONSENT OF PACIFIC. RECIPIENTS FURTHER UNDERSTAND AND AGREE 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 A.

_____ RECIPIENT A initial _____ RECIPIENT B initial

RECIPIENTS FURTHER UNDERSTAND AND AGREE 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.

_____ RECIPIENT A initial _____ RECIPIENT B initial

- 23. RECIPIENTS understand and agree that any embryos made as a result of a reproductive procedure, including In-vitro fertilization, using sperm of a PACIFIC donor are for their personal use only

With this knowledge:

RECIPIENTS AGREE 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 RECIPIENTS'S SEXUALLY INTIMATE PARTNER WITHOUT PRIOR EXPRESS, WRITTEN CONSENT OF PACIFIC.

RECIPIENTS FURTHER UNDERSTAND AND AGREE 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), INCLUDING RECIPIENT B.

_____ RECIPIENT A initial _____ RECIPIENT B initial

RECIPIENTS FURTHER UNDERSTAND AND AGREE 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 FOR THE PURPOSE OF RESEARCH WITHOUT THE DONOR'S EXPRESSED WRITTEN CONSENT.

_____ RECIPIENT A initial _____ RECIPIENT B initial

- 24. PACIFIC has explained to RECIPIENTS and RECIPIENTS understand that PACIFIC is required by tissue banking regulations to keep and maintain all RECIPIENT A's 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.
- 25. PACIFIC promises that RECIPIENTS' name, address, and any other information which would directly or indirectly identify RECIPIENTS shall not be disclosed or released by PACIFIC to any person or entity, except upon the written consent of the RECIPIENTS, or except to authorized PACIFIC employees or as required by law. RECIPIENTS' records are kept confidential in a locked file to which only authorized PACIFIC employees Pacific have access.
- 26. RECIPIENTS acknowledge and agree that they have the right, and have had the opportunity, to seek independent legal counsel with regard to the provisions of this Agreement and its execution.
- 27. RECIPIENTS acknowledge and agree that they signed this Agreement voluntarily and freely, of their own choice, without any coercion, duress or undue influence of any kind whatsoever.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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 A

Signature of PACIFIC Clinician

Printed name of RECIPIENT A

Printed name of PACIFIC Clinician

Signature of RECIPIENT B

Printed name of RECIPIENT B