

Pacific Reproductive Services

Directed Donor Agreement

THIS AGREEMENT is entered into this _____ day of _____, 200__ by and between _____ (“DONOR”) and Pacific Reproductive Services, a Professional Corporation (“PACIFIC”).

RECITALS

- A. DONOR wishes to provide his semen to be used for the purpose of a reproductive procedure of a woman to whom he is not married.
- B. The health care practitioners of PACIFIC are duly licensed and qualified to cryopreserve sperm and to perform reproductive procedures.
- C. The parties hereto intend to fully protect each other and any child(ren) who may be born to a woman as a result of a reproductive procedure with DONOR’S semen.

NOW, THEREFORE, in consideration of the mutual promises and for value received, the parties acknowledge and agree as follows:

AGREEMENT

- 1. DONOR shall provide his sperm according to the procedures specified by PACIFIC to be cryopreserved, stored and distributed to a woman whose identity will be KNOWN by the DONOR. DONOR’s identity shall be known to the recipient and any child(ren) conceived as a result of a reproductive procedure with donor’s semen.
- 2. DONOR acknowledges and agrees that he has personally met with a health care practitioner of PACIFIC who has informed him of the extent of his participation as provided herein and has explained to DONOR the purpose of reproductive procedures and the potential consequences of such a reproductive procedure. DONOR further acknowledges that he has had the opportunity to pose any medical questions he might have in connection with the services to be provided by PACIFIC, his participation as a sperm donor and the subject of reproductive procedures in general.
- 3. DONOR acknowledges and agrees that he has personally met with a health care practitioner of PACIFIC, at which time he fully and truthfully set forth his reasons for agreeing to participate as a sperm donor.
- 4. DONOR represents and acknowledges that he has provided PACIFIC with a COMPLETE and ACCURATE medical and sexual history, and DONOR understands that PACIFIC will rely upon such description in advising recipients of the potential medical consequences of using DONOR’s sperm in a reproductive procedure.

Initial PACIFIC

Initial DONOR

- 5. DONOR agrees that he will submit to such medical tests and examinations as deemed necessary by the health care practitioners of PACIFIC during the time he is donating and for up to one year after he ceases donating. PACIFIC agrees that DONOR will not be responsible or liable for the costs or expenses of any such tests or examinations.

Initial PACIFIC

Initial DONOR

- 6. DONOR agrees to submit to regular examinations for venereal diseases and semen analysis, as required or requested by PACIFIC. DONOR further agrees that he will immediately notify PACIFIC, if, at any time, he becomes infected with a contagious disease, including a venereal disease. DONOR further agrees that he will, upon discovery of a contagious disease, immediately cease providing semen to PACIFIC and will not resume donations until he has received adequate medical treatment, at his own expense, which shall be subject to verification by PACIFIC.

7. DONOR understands that, under the provisions of California Family Code §7613(b), he is providing his semen to a medical facility supervised by a licensed physician for use in a reproductive procedure 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. DONOR further understands that he will have no rights or obligations with respect to either the recipient of his semen or any children conceived as a result of a reproductive procedure with the use of his semen. DONOR acknowledges and agrees that, by providing his semen to PACIFIC for use in a reproductive procedure, 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 reproductive procedure utilizing his semen.
8. DONOR agrees that any and all information obtained as a result of (i) the medical history he has provided pursuant to Paragraph 4, (ii), all physical examinations and (iii) all medical tests may be released to a recipient that is considering the use of DONOR'S semen for the purposes of a reproductive procedure.
9. DONOR understands and agrees that if DONOR tests repeatedly reactive for antibodies to HIV, PRS will dispose of the semen specimens immediately and will not release them for use in a reproductive procedure.
10. PACIFIC promises that Donor's name, address, and any other information which would directly or indirectly identify the Donor shall not be disclosed or released by Pacific Reproductive Services to any person or entity, *other than to the recipient*, except upon the written consent of the Donor, or except to authorized employees of Pacific Reproductive Services, or as required by law. Donor records are kept in a locked file to which only authorized Pacific Reproductive Services personnel have access.
11. PACIFIC promises that DONOR'S name, address, and any other information which would directly or indirectly identify the DONOR shall not be disclosed or released by Pacific Reproductive Services to any person or entity (other than to the recipient) except upon the written consent of the DONOR, or except to authorized employees of Pacific Reproductive Services, or as required by law.
12. DONOR understands that, as required by FDA regulations, his name and address and all other records will be kept on file by PRS for a minimum of twenty-five (25) years.
13. DONOR acknowledges and agrees that in any circumstances in which he has agreed either with the recipient or with PRS to be responsible for payment of semen storage fees for his specimens that such storage fees will automatically be charged to his bank card at intervals agreed upon by donor. In such cases the donor will leave his bank card information on file with PRS.
14. DONOR further acknowledges and understands that if storage payments are more than ninety (90) days past due, PRS will notify DONOR of past due fees and, if after an additional ninety (90) days storage fees remain unpaid PRS will dispose of the DONOR'S specimens.

Initial PACIFIC

Initial DONOR

15. DONOR understands that he has a right to withdraw consent to donate his sperm up until such time his recipient has begun an assisted reproductive treatment cycle in reliance of the availability of his sperm. DONOR further understands that if he withdraws his consent at such time, he may be required by the recipient to reimburse him for expenses she has incurred for the medical screening of DONOR, cryopreservation and storage of his sperm and any other related expenses.
16. DONOR acknowledges and agrees that he has been advised by PACIFIC to seek independent legal counsel with regard to the provisions of this Agreement and its signing, and that he has signed this Agreement either after having obtained such counsel or having voluntarily declined to do so.
17. DONOR acknowledges and agrees that he has entered into this Agreement voluntarily and freely, without coercion, duress or any undue influence of any kind.
18. 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.
19. 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 rest of this Agreement shall remain in full force and effect and in no way shall be impaired or invalidated.
20. 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 shall be retained by PACIFIC in a confidential file.
21. The parties will attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by negotiation. If the dispute has not been resolved within thirty (30) days of either party's initiation of said attempt, the dispute shall be finally settled by arbitration to be held in San Francisco, California, in accordance with the then applicable rules of the American Arbitration Association

("AAA"), or such body as the AAA may designate. The AAA will be the appointing authority for such proceeding. The number of arbitrators to be used in any such arbitration shall be one (1), who shall be acceptable to both parties. Any award rendered therein shall be final and binding on each of the parties, and judgment may be entered thereon in the Superior Court of the State of California for the County of San Francisco.

- 22. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- 23. Donor hereby forever releases and absolves PACIFIC and any of its health care practitioners from any and all responsibility or liability whatsoever for any complication or problem, whether physical or psychological, that might result from the performance of PACIFIC'S services as required by this agreement

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.

PACIFIC REPRODUCTIVE SERVICES,
a Professional Corporation

Signature of DONOR

Signature of PRS Staff

Printed Name of Donor

Printed Name of PRS Staff and Title

DONOR Address