

Pacific Reproductive Services

Agreement For Use Of Directed 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.

PACIFIC directed donor means a man who donates his sperm to a specific recipient, and who knows and is known by the recipient before he donates, and who is not his wife or life partner.

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 directed 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 PACIFIC directed 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 RECIPIENTS 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 RECIPIENTS 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 acknowledge they have 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.
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 PACIFIC directed donor.
6. RECIPIENT A 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 A pursuant to paragraph four above.
7. RECIPIENT A further represents and understands that she has undergone a pre-pregnancy consultation, 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 RECIPIENTS pursuant to paragraph four above.
8. 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 A's reproductive procedure, unless specified on a separate waiver agreement, describing any such condition.
9. RECIPIENTS acknowledge and agree that, in accordance with New York state regulations, PACIFIC has notified her that their PACIFIC directed donor may have had more than one sexual partner within the last 6 months.
10. RECIPIENTS acknowledge and agree that they understand the medical tests performed in the screening of donors 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.
11. RECIPIENTS further acknowledges and agrees that PACIFIC has made available and RECIPIENTS 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:

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 DIRECTED DONOR'S SPERM.

_____ RECIPIENT A initial _____ RECIPIENT B initial

12. PACIFIC has explained to RECIPIENTS that in the event of any adverse outcome in a PACIFIC directed 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 directed donor sperm.

With this knowledge

RECIPIENTS UNDERSTAND AND AGREE THAT IN THE UNLIKELY EVENT THAT THERE IS AN ADVERSE OUTCOME IN THEIR DIRECTED 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

13. 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 as a result of a reproductive procedure with donor sperm.

With this knowledge:

RECIPIENTS 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 DIRECTED DONOR'S SPERM.

_____ RECIPIENT A initial _____ RECIPIENT B initial

14. RECIPIENTS acknowledge and agree that, by signing this agreement, they have absolved and released PACIFIC from any responsibility or liability for any complications, both physical and mental, that may occur as a result of a reproductive procedure with directed donor sperm, not resulting from negligence or malpractice.
15. RECIPIENTS acknowledge and agree that they specifically chose to undergo a reproductive procedure by a donor known to them. RECIPIENTS further acknowledge 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.
16. 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.
17. 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 responsible is a good faith effort to induce pregnancy through use of PACIFIC directed donor sperm.
18. RECIPIENTS acknowledge and agree 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 A initial _____ RECIPIENT B initial

19. 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.
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, 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

RECIPIENT A agrees and understands that all semen specimens obtained from her PACIFIC directed donor are for her personal use only.

With this knowledge:

RECIPIENTS UNDERSTANDS AND AGREES THAT ANY SPERM DISTRIBUTED TO RECIPIENT A MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER RECIPIENT, INCLUDING RECIPIENTS SEXUALLY INTIMATE PARTNER WITHOUT EXPRESS, WRITTEN CONSENT OF PACIFIC AND THE DIRECTED DONOR. RECIPIENTS 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.

_____ RECIPIENT A initial _____ RECIPIENT B initial

21. RECIPIENTS understand and agree that pursuant to paragraph number 19, above, any embryos made as a result of a reproductive procedure, including In-vitro fertilization, using sperm of a PACIFIC directed donor are for RECIPIENT A's personal use only.

With this knowledge:

RECIPIENTS 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 RECIPIENTS A'S SEXUALLY INTIMATE PARTNER WITHOUT EXPRESS, WRITTEN CONSENT OF PACIFIC AND THE PACIFIC DIRECTED DONOR. RECIPIENTS FURTHER UNDERSTAND AND AGREE THAT, ANY DONATION OF EMBRYO(S) WITH PACIFIC'S AND DONORR'S CONSENT REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT WITH THE RECIPIENT OF ANY SUCH EMBRYO(S).

_____ RECIPIENT A initial _____ RECIPIENT B initial

22. PACIFIC has explained to RECIPIENT and RECIPIENT understands that PACIFIC is required by tissue banking regulations to keep and maintain all RECIPIENT'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 years after the release of semen for a reproductive procedure known to have resulted in a live birth.

- 23. PACIFIC promises that RECIPIENT'S name, address, and any other information which would directly or indirectly identify the RECIPIENTS 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'S records are kept confidential in a locked file to which only authorized Pacific Reproductive Services personnel have access.
- 24. 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.
- 25. RECIPIENTS acknowledge and agree that they signed this Agreement voluntarily and freely, of her own choice, without any coercion, duress or undue influence of any kind whatsoever.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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