**KNOWN SPERM DONOR AGREEMENT**

**This AGREEMENT is made this**

**Day:**

**Month:**

**Year:**

**By and between:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereafter referred to as the DONOR,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the RECIPIENT,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereafter referred to as the PARTNER of the RECIPIENT,**

Who may also be referred to herein as the PARTIES.

Now, therefore, in consideration of the promises of each other: DONOR, RECIPIENT and PARTNER of the RECIPEINT agree as follows:

1. Each clause of the AGREEMENT is separate and divisible from the others, and, should a court refuse to enforce one or more clauses of this AGREEMENT, the others are still valid and in full force.

1. DONOR has agreed to provide his sperm to RECIPIENT for the purpose of artificial insemination. The sole purpose of this interaction between donor and recipient is for the donor to provide assistance to the recipient, to enable the recipient to fulfill a desire to carry and raise a child (or children).

1. DONOR will receive no compensation from RECIPIENT or PARTNER of the RECIPIENT nor will there be compensation to the RECIPIENT or PARTNER of the RECIPIENT from the DONOR.

1. Each party acknowledges and agrees that, through the procedure of artificial insemination, the RECIPIENT is attempting to become pregnant. It is our intent that such inseminations shall continue until conception occurs or until no longer desired by RECIPIENT or PARTNER of the RECIPIENT and/or DONOR.

1. Each party acknowledges and agrees that DONOR provided his sperm for the purposes of said artificial insemination, and did so with the clear understanding that he would not demand, request, or compel any guardianship, custody or visitation rights with any child(ren) born from the artificial insemination procedure. Further, DONOR acknowledges that he fully understands that he would have no paternal rights whatsoever with said child(ren). The DONOR will respect the confidentiality of the RECIPIENT, the PARTNER of the RECIPIENT and their CHILD.  The DONOR will not intrude into the lives of the RECIPIENT, the PARTNER of the RECIPIENT and their CHILD.  The DONOR will not directly contact the CHILD, unless invited to do so by the RECIPIENT and/or the PARTNER of the RECIPIENT. The DONOR will not undermine the parental responsibilities and rights of the RECIPIENT and the PARTNER of the RECIPIENT.

1. Each party acknowledges and agrees that RECIPIENT and PARTNER of the RECIPIENT have relinquished any and all rights that she/they might otherwise have to hold DONOR legally, financially, or emotionally responsible for any child(ren) or medical expense that results from the artificial insemination procedure. The RECIPIENT and PARTNER of the RECIPIENT further agree that she/they will not demand, request, or compel the donor to provide any financial support at any point in the lives of the children. In the event that any financial obligations are imposed against DONOR, RECIPIENT and PARTNER of the RECIPIENT agree to reimburse and hold DONOR and DONOR’s heirs harmless from or for any expenditures made or ordered.
2. Each party acknowledges and agrees that neither RECIPIENT nor PARTNER of the RECIPIENT nor children resulting from the artificial insemination procedure have any financial rights including rights of inheritance from DONOR or DONOR’s heirs, even though DONOR may bestow gifts to RECIPIENT or to said children from time to time at his discretion. In the event that any financial obligations are imposed against DONOR or DONOR’s heirs, RECIPIENT and PARTNER of the RECIPIENT agree to reimburse and hold DONOR and DONOR’s heirs harmless from or for any expenditures made or ordered.

1. The DONOR will complete appropriate counselling through a fertility clinic prior to insemination.  The DONOR is therefore mentally and emotionally prepared to be a successful donor without getting involved in the life of the CHILD.
2. The donor agrees to assist the RECIPIENT and/or RECIPIENT’s PARTNER in any court proceeding to facilitate the adoption of the child or children. This may include, but is not limited to, signing a court petition to allow an adoption to proceed and/or signing a sworn affidavit regarding the process by which the child was conceived. Recipient agrees that all costs associated with such a court proceeding will be paid by her and/or her partner.
3. The RECIPIENT’s PARTNER intends to act as a second parent for the child, and is fully involved in the RECIPIENT’s decision to bear and raise a child. If it is ever found that the child has (or children have) an interest in having a second legal parent, then the second parent shall be the RECIPIENT’s PARTNER. The reality is that the child will have two parents, RECIPIENT and RECIPIENT’s PARTNER, who have jointly chosen to raise a child, taken steps to make this possible, and accept all associated rights and responsibilities as parents.
4. The DONOR will give RECIPIENT and/or PARTNER of the RECIPEINT the option to have siblings and half-siblings for their CHILD

* Each party acknowledges and agrees that the sole authority to name any child resulting from the artificial insemination procedure shall rest with RECIPIENT and PARTNER of the RECIPEINT.

* Each party acknowledges and agrees that DONOR will not be named on the birth certificate of any child(ren) born from the artificial insemination procedure. The RECIPIENT will be the named mother and THE PARTNER OF THE RECIPIENT will be the named second parent on the birth certificate. The RECIPIENT and THE PARTNER OF THE RECIPIENT will therefore be recognised as the two legal parents of the CHILD and agree to this.

* Each party relinquishes and releases any and all rights he or she may have to bring a suit to establish paternity.

1. Each party covenants and agrees that, in light of the expectations of each party, as stated above, RECIPIENT and THE PARTNER OF THE RECIPIENT shall have absolute authority and power to appoint a guardian for their child(ren), and that the mother and guardian may act with sole discretion as to all legal financial, medical and emotional needs of said child(ren) without any involvement with or demands of authority from DONOR. The responsibilities of the RECIPIENT under this contract, including but not limited to the prohibition against starting or supporting any action to recognize the paternity of the donor, shall be binding upon any guardian or representative of the child.

* Each party covenants and agrees that the identity of the DONOR shall be made known to the child(ren) at a time and in a manner to be determined solely by the RECIPIENT. Each party reserves the right not to disclose his identity to any others, and RECIPIENT and THE PARTNER OF THE RECIPIENT agrees not to disclose DONOR’s identity to any specific persons upon his written request including full names.

* Each party acknowledges and agrees that the relinquishment of all rights, as stated above, is final and irrevocable. DONOR further understands that his waivers shall prohibit any action on his part for custody, guardianship, or visitation in any future situations, including the event of RECIPIENT’s and THE PARTNER OF THE RECIPIENT disability or death.

* Each party acknowledges and understands that any future contact the DONOR may have with any child(ren) that result(s) from the artificial insemination procedure in no way alters the effect of this agreement. Any such contact will be at the discretion of the RECIPIENT and THE PARTNER OF THE RECIPIENT or appointed guardian, and will be consistent with the intent of both parties to sever any and all parental rights and responsibilities of the DONOR.
* Each party acknowledges and agrees that she or he signed this agreement and contract voluntarily and freely, of his or her own choice, without any duress of any kind whatsoever. It is further acknowledged that each party understands the meaning and significance of each provision of this contract. Each party is aware of their right to obtain independent legal counsel, and acknowledges having an opportunity to exercise this right prior to signing this contract.

* Each party covenants and agrees that any dispute pertaining to this AGREEMENT which arises between them shall be submitted to binding arbitration according to the following procedures:

* The request for arbitration may be made by either party and shall be in writing and delivered to the other party;
* Pending the outcome of arbitration, there shall be no change made in the language of this AGREEMENT;
* The arbitration panel that will resolve any disputes regarding this AGREEMENT shall consist of three persons; one person chosen by DONOR, one person chosen by RECIPIENT and/or THE PARTNER OF THE RECIPIENT; and one person chosen by the other two panel members;
* Within fourteen calendar days following the written arbitration request, the arbitrators shall be chosen;
* Within fourteen days following the selection of all members of the arbitration panel, the panel will hear the dispute between parties;
* Within seven days subsequent to the hearing, the arbitration panel will make a decision and communicate it in writing to each party.

* Each party acknowledges and understands that there are legal questions raised by the issues involved in this AGREEMENT which have not been settled by stature or prior court decisions. Notwithstanding the knowledge that certain of the clauses stated herein may not be enforced in a court of law, the parties choose to enter into this AGREEMENT and clarify their intent that existed at the time the artificial insemination procedure was implemented by them.

* Each party acknowledges and agrees that any changes made in the terms and conditions of the AGREEMENT shall be made in writing and signed by both parties.

* 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.

IN WITNESS WHEREOF, the parties hereunto have executed this AGREEMENT:

RECIPIENT’S SIGNATURE:

Print Name:

Date:

PARTNER OF RECIPIENT’S SIGNATURE:

Print Name:

Date:

DONOR’S SIGNATURE:

Print Name:

Date:

LEGAL REPRESENTATIVE SIGNATURE:

Print Name:

Date: