

# ANONYMOUS SPERM DONOR AGREEMENT

THIS AGREEMENT IS MADE THIS

DAY:

MONTH:

YEAR:

By and between:

\_\_\_\_\_ hereafter referred to as the DONOR,

\_\_\_\_\_ hereafter referred to as PARENT 1,

\_\_\_\_\_ hereafter referred to as PARENT 2,

\_\_\_\_\_ hereafter referred to as GESTATIONAL CARRIER,

Who may also be referred to herein as the PARTIES.

Now, therefore, in consideration of the promises of each other: DONOR, PARENT 1, PARENT 2, and GESTATIONAL CARRIER 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.
2. DONOR has agreed to provide his sperm to GESTATIONAL CARRIER for the purpose of artificial insemination in order to conceive a CHILD, or multiple CHILDREN.
3. For purposes of FDA regulations regarding tissue donation, DONOR and GESTATIONAL CARRIER attest they are sexually intimate partners and are thus exempt from FDA testing and labeling requirements.
4. DONOR agrees, once upon any other PARTY's request and at any other PARTY's expense, to be tested for sexually transmitted diseases, and to furnish the results to all PARTIES, at any time up to six months following GESTATIONAL CARRIER's last attempt with DONOR.
5. DONOR will receive no compensation from any other PARTY. Neither shall any other PARTY receive any compensation from DONOR.

6. Each party acknowledges and agrees that, through the procedure of artificial insemination, GESTATIONAL CARRIER is attempting to become pregnant. It is the PARTIES' intent that such inseminations shall continue until conception occurs or until no longer desired by any PARTY.
7. Each PARTY acknowledges and agrees that DONOR provides his sperm for the purposes of said artificial inseminations, and does so with the clear understanding that he shall 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 all PARTIES, and their CHILD(REN). The DONOR will not intrude into the lives of any PARTY, or their CHILD(REN). The DONOR will not directly contact any CHILD. The DONOR will not challenge or undermine the parental responsibilities and rights of PARENT 1 and/or PARENT 2, nor will PARENT 1 or PARENT 2 undermine their own parental rights and responsibilities by seeking to involve DONOR.
8. Each party acknowledges and agrees that all PARTIES have relinquished any and all rights that they might otherwise have to hold DONOR legally, financially, or emotionally responsible for any CHILD(REN), or any medical expense that results from an artificial insemination procedure or resulting pregnancy.
9. The DONOR warrants and covenants that he is mentally and emotionally prepared to be a successful donor without getting involved in the life of the CHILD(REN).
10. By signing this AGREEMENT, PARENT 1, PARENT 2, and GESTATIONAL CARRIER have each agreed not to contact the DONOR. The DONOR does not want any CHILD to believe that the DONOR did not have an interest in the welfare and happiness of, or did not have love for, the CHILD, but the PARTIES must maintain anonymity in order to legally protect DONOR; both PARENTS; GESTATIONAL CARRIER, as well as their respective families.
11. The DONOR intends to give PARENT 1 and/or PARENT 2 the future option to have siblings and half-siblings for their CHILD(REN) through similar donations. DONOR cannot and does not guarantee such availability.
12. Each party acknowledges and agrees that the sole authority to name any CHILD resulting from the artificial insemination procedure shall rest with PARENT 1 and PARENT 2. Similarly, every decision for any CHILD to undergo life events such as baptism, christening, enrollment in a particular religion or school, medical procedures, or a decision declining to do any of the above, rests solely with PARENT 1 and PARENT 2.

13. 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 applicable PARENT will be the named mother and the applicable PARTNER OF THE PARENT will be the named second parent on the birth certificate. PARENT 1 and PARENT 2 will therefore be recognized as the two legal parents of each CHILD and all PARTIES agree to this.
14. Each PARTY relinquishes and releases any and all rights he or she may have to bring a suit to establish paternity. Both PARENTS state that their prime motive is to have a CHILD, and if DONOR was not available or willing, both PARENTS would find a different anonymous donor or donors. GESTATIONAL CARRIER states that their prime motive is to help PARENTS have a CHILD, and if DONOR was not available or willing, GESTATIONAL CARRIER would work with a different anonymous donor or donors.
15. Each PARTY covenants and agrees that, in light of the expectations of each party, as stated above, PARENT 1 and PARENT 2 shall have absolute authority and power to appoint a guardian for their CHILD(REN), and that the GESTATIONAL CARRIER, mother, partner, and/or 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.
16. Each PARTY covenants and agrees that, in the event DONOR's identity is revealed or discovered, they shall not make DONOR's identity known to the CHILD(REN) at any time.
17. 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 PARENT 1's and/or PARENT 2's disability or death.
18. 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.
19. DONOR agrees not to attempt to form a parent-child relationship with either PARENT's CHILD(REN). All PARTIES agree not to refer to DONOR as the CHILD(REN)'s "parent", "father" or "dad".
20. PARENT 1, PARENT 2, and GESTATIONAL CARRIER each agree not to publish, nor allow to be published, before the youngest reaches the age of 18, CHILD(REN)'s genetic profile(s) on ancestry-focused sharing sites like 23andMe or Ancestry.com, as CHILD(REN)'s blood relatives not bound by this agreement may discover the existence of CHILD(REN) and/or attempt unwanted contact before the CHILD(REN) are ready.

21. This agreement shall be construed under and in accordance with the laws of the State of \_\_\_\_\_, with all acts of donation under this agreement to take place within that State.
22. Each party acknowledges and understands that there are legal questions raised by the issues involved in this AGREEMENT which may not have been settled by statute 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.
23. Each party acknowledges and agrees that she or he signed this AGREEMENT voluntarily and freely, of his or her own choice, without any duress of any kind whatsoever. It is further acknowledged that each party has been advised to secure the advice and consent of an attorney of his or her own choosing, and that each party understands the meaning and significance of each provision of this AGREEMENT.
24. 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 all parties.
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.

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

PARENT 1'S SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PARENT 2'S SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

GESTATIONAL CARRIER'S SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed and sworn to before me:**

Date	Signature of Notary Public	Expiration Date

GESTATIONAL CARRIER'S DOCTOR'S SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

DONOR'S SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed and sworn to before me:**

Date	Signature of Notary Public	Expiration Date