

Three-Party Sample Contract (Donor, Recipient and Recipient's Partner)

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1. This is the full agreement between

The donor _____

Recipient _____

And recipient's partner _____

There are no promises, understandings, agreements or representations between the parties other than those expressly stated in this agreement.

2. The donor and recipient have no sexual, personal or business relationship. The sole purpose of the 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.
3. The donor has produced and/or will produce semen samples, and intends to transfer ownership and control of these samples to the recipient. After the recipient takes possession, the donor has no say whatsoever regarding how the samples are used. If the samples are used in a manner that results in pregnancy, the donor has no parental rights or responsibilities in relation to resulting children. At the time of conception, the recipient and her partner will have sole possession and control of both egg and sperm, and the conception would have resulted from the sole decisions and actions of the recipient and her partner. The donor is aware of this intended use, and has no objection, but will have no rights at the time of conception regarding the semen.
4. The donor agrees to provide his semen to the recipient and her partner, for the purpose of known donor artificial insemination (AI). The recipient and her partner intend to use said semen to conceive a child. This process may be repeated for multiple artificial insemination attempts. The intention of all parties is for this to be legally equivalent to a standard anonymous donation for artificial insemination, notwithstanding the fact that the recipient and donor are aware of each other's identities.
5. All parties acknowledge and agree that, through the procedure of artificial insemination, it is the recipient's intent to become pregnant, and thereafter have joint responsibility with her partner for the raising of the child. The intention of the parties is that, if conception occurs from such artificial insemination, the donor shall not be a legal parent of the resulting child, and shall not have a role in the raising of the child.
6. All parties acknowledge and agree that the donor provides his semen for the purpose of said artificial insemination, and does so with the clear understanding that he will not demand, request, or compel any guardianship, custody, or visitation rights with any child born from the artificial insemination procedure. Further, donor acknowledges that he fully understands that he will have no paternal rights whatsoever with said child, and will have no authority of any kind with respect to the child, or any decisions regarding the child.
7. All parties acknowledge and agree that the recipient and her partner, have relinquished any and all rights that they might otherwise have to hold donor legally, financially, or emotionally responsible for any child that results from the artificial insemination procedure. The recipient and her partner, further agree that they will not demand, request, or compel the donor to provide any financial support.

Recipient's Initials: _____

Donor's Initials: _____

8. The donor agrees to never start or support any action to claim paternity in relation to any child born to the recipient, or conceived from semen transferred to the recipient. Similarly, the recipient and her partner agree to never start or support any action to recognize donor's paternity or obtain child support in relation to any such child, and also agree not to list the donor as the father on any birth certificate, legal record or document, or otherwise make any declaration indicating paternity.
9. Parental rights and responsibilities for any child conceived from the genetic contribution of the recipient and the donor fall solely to recipient. This does not preclude the sharing of parental rights and responsibilities with partners or family members of the recipient in accordance with standard law -- but under no circumstances shall such rights or responsibilities be extended to the donor or his relatives.
10. The recipient acknowledges that she is the solely responsible parent of the child from said known donor insemination. This parental responsibility may be legally shared by anyone of the recipient's choice (excepting the donor). If the child is legally adopted by a partner of the recipient's choice, the donor need not be consulted, nor is his approval required for such an adoption.
11. The donor agrees to assist the recipient and/or her 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.
12. 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 an interest in having a second legal parent, then the second parent shall be the recipient's partner. The child will have two parents, the recipient and her partner, who have jointly chosen to raise a child, taken steps to make this possible, and accept all associated rights and responsibilities as parents.
13. All parties acknowledge and agree that the recipient shall have absolute authority and power to appoint a guardian for her child, and that the mother and guardian may act with sole discretion as to all legal, financial, medical and emotional needs of said child without any involvement with or demands of authority from the donor. However, this shall not be construed to permit the recipient to appoint the donor as a guardian, or to permit an appointed guardian to undertake any action regarding paternity that the recipient could not take herself.
14. 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.
15. If pregnancy results from usage of semen produced by the donor, he will not have, or attempt to establish, a parental relationship with the resulting child. Further, he will not attempt to contact, or communicate with, the child without the express permission of the recipient and/or her partner.
16. In the event that future contact does occur between donor and child, the extent and content of such interaction may be limited by the recipient in any manner, and the donor agrees to abide by any such restrictions. Any such interaction will not indicate consent by either donor or recipient to the donor having any legal or social rights or responsibilities regarding the child.

Recipient's Initials: _____

Donor's Initials: _____

17. The donor will ensure that he can be located by the recipient to answer questions related to his family medical history, and to answer questions related to the curiosity of the child about his/her genetic background. This does not constitute recognition of paternity or any responsibility, but is a statement of intent arising from a willingness to provide access to knowledge about the child's genetic heritage and genetic relatives. This offer is not due to a parent/child relationship, and is similar to what would be offered to a sibling, niece, nephew or other similar genetic relative.
18. The donor agrees to be available for social contact with the child, at the discretion of the recipient. The donor expressly welcomes and encourages such contact, if it is compatible with the recipient's choices regarding the raising of the child (e.g. the recipient chooses to disclose the donor's identity to the child, and supports contact). However, this clause shall not be interpreted to require that the donor travel in the event that the donor and child are not geographically proximate, or to ensure a frequency of interaction that could interfere with the ordinary conduct of the donor's life, or to imply a scope of interaction that could be interpreted as co-parenting.
19. The recipient agrees to notify the donor upon the birth of a child conceived from donor's sperm. The donor has no other expectations regarding future contact, and is comfortable with having no further interaction. The donor requests that the recipient provide an occasional photograph or other news of the child, if the recipient is comfortable with providing such material, but the recipient is under no obligation whatsoever to do so.
20. The donor gives the recipient, and her partner, explicit permission to provide the child with any information regarding the donor, including the donor's identity and contact information.
21. All parties acknowledge and agree that the relinquishment of all rights, as stated herein, is final and irrevocable. The donor understands that his waivers shall prohibit any action on his part for custody, guardianship, or visitation in any future situation, including the event of recipient's disability or death. The recipient and her partner understands that this waiver shall prohibit any action, or support for action, on their part for financial support or inheritance rights for the child in any future situation, including the event of the donor's death.
22. In the event of the death of any party, the responsibilities of that party, as defined in this contract, shall remain binding upon his or her heirs and estate.
23. The donor asserts, and the recipient and recipient's partner each understand, that he would not consent to the provision of semen without a full assurance and belief that he will not be subject to future responsibility, including any financial support.
24. In the event that the donor is ever found by a court to have a financial responsibility for the child, the recipient and recipient's partner, singly and jointly, agree to compensate the donor in the amount that the donor is legally compelled to provide for the child.
25. The recipient and recipient's partner, singly and jointly, agree to indemnify and hold harmless the donor from personal financial loss or expense, including reasonable legal fees and costs, if any, arising out of any claim, demand, suit, judgment, dispute, contest or challenge by reason of any act or omission arising from the donor's role as a sperm donor for the recipient.

Recipient's Initials: _____

Donor's Initials: _____

26. In the event of any legal claim, demand, suit, judgment, dispute, contest or challenge regarding the donor's legal responsibilities for a child conceived by the recipient, or seeking to establish legal paternity by the donor for such a child, or relating to the validity, applicability or enforceability of this contract or any portion thereof, the recipient and recipient's partner, singly and jointly, agree to compensate the donor for reasonable legal fees, costs and expenses related to the defence of this contract or the defence of the position that the donor should not have legal paternity or legal or financial responsibilities for the child. This is applicable regardless of where the dispute or contest originates, and includes challenges by the state, child, recipient, recipient's partner or relatives, or other third parties.
27. All references to "child" herein shall be understood to apply to any children resulting from AI and the genetic contributions of the donor and recipient, and may be plural.
28. 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.
29. Each party acknowledges and agrees that any changes made in the terms and conditions of this agreement shall be made in writing, and signed by all parties.
30. In the event of legal action or arbitration, the parties to this agreement request that the deciding agency uphold and enforce the basic intent of this contract: the recipient and recipient's partner shall be the sole parents of children conceived by the recipient via AI with the donor's sperm, and the donor shall have no formal, legal or otherwise enforceable rights, responsibilities or recognition as a parent. No contrary finding or interpretation may be made within the context of this contract.
31. If any section or clause in this contract is found to be invalid or unenforceable, the remainder of the contract shall remain in effect. Each clause of this contract is separate and divisible from the others, and should a court refuse to enforce one or more clauses of this contract, the others are still valid and in full force.

Recipient _____

Full Name:

Address:

Signature:

Date:

Recipient's Partner _____

Full Name:

Address:

Signature:

Date:

Donor _____

Full Name:

Address:

Signature:

Date:

Witness to Signatures _____

Full Name:

Address:

Signature:

Date: