

# KNOWN SPERM DONOR AND RECIPIENT AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_ day of \_\_\_ 2012.

BETWEEN:

Mother

AND

Donor

## I. FACTUAL RECITALS

1. <Recipient> has made a decision to conceive and raise a Child.
2. <Recipient> and any Child or Children born to her shall constitute a family unit for all purposes.
3. <Recipient> has the financial resources to support and provide for a Child.
4. <Donor> has agreed to donate sperm to <Recipient> for the purpose of insemination at no cost to <Recipient> for the donation.
5. <Donor> is willing to be the sperm donor for <Recipient> because of his conviction that she will be a good parent. He does not want to be a parent to any Child born to <Recipient>, now or in the future though he may have remote or personal visitation with the Child if <Recipient> feels it is in the best interest of the Child.
6. <Recipient> and <Donor> have no sexual (other than the act of insemination), personal or business relationship. The sole purpose of the interaction between <Recipient> and <Donor> is for <Donor> to provide assistance <Recipient>, to enable <Recipient> to fulfill a desire to carry and raise a Child.
7. <Recipient> and <Donor> want matters to be clear between them, and so they have prepared this Agreement.
8. <Donor> has produced and/or will produce semen samples, and intends to transfer ownership and control of these samples to <Recipient>. After <Recipient> takes possession, <Donor> has no say whatsoever regarding how the samples are used. If the samples are used in a manner that results in pregnancy, <Donor> has no parental rights or responsibilities in relation to resulting Children. At the time of conception, <Recipient> would have sole possession and control of both egg and sperm, and the conception would have resulted from the sole decisions and actions of <Recipient>. <Donor> is aware of this intended use, and has no objection, but will have no rights at the time of conception regarding the semen, pregnancy, termination of the pregnancy (if deemed medically necessary or as advised by a physician), fetus, Child or Children.
9. <Donor> agrees to provide his semen to <Recipient>, for the purpose of known donor artificial insemination (AI). <Recipient> intends 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 <Recipient> and <Donor> are aware of each other's identities.

10. <Recipient> agrees not to receive semen from any other person during the period of time that she is receiving semen samples from <Donor>. The intention of all parties is that <Donor> is known to be the biological father of any Child conceived from the artificial insemination procedure.
11. All parties acknowledge and agree that, through the procedure of artificial insemination, it is <Recipient>'s intent to become pregnant, and thereafter have sole responsibility (or joint responsibility together with her partner) for the raising of the Child. The intention of the parties is that, if conception occurs from such artificial insemination, <Donor> shall not be a legal parent of the resulting Child, and shall not have a role in the raising of the Child.
12. All parties acknowledge and agree that <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 nor will he seek paternal rights in the future.
13. All parties acknowledge and agree that <Recipient> has relinquished any and all rights that she might otherwise have to hold <Donor> legally, financially, or emotionally responsible for any Child that results from the artificial insemination procedure. <Recipient> further agrees that she will not demand, request, or compel <Donor> to provide any financial support.
14. All parties relinquish and release any and all rights he or she may have to bring a suit to establish paternity.
15. <Donor> agrees to assist <Recipient> and/or <Recipient>'s partner in any court proceeding to facilitate the adoption of the Child or Children or to facilitate citizenship, education, travel of the Child or any other matters that could result in a legal requirement for <Donor>'s assistance. This may include, but is not limited to, signing a court petition to allow an adoption or citizenship 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.

## II. LEGAL RECITALS

1. <Recipient> and <Donor> acknowledge and understand that there are legal issues raised by this Agreement that have yet to be settled by statute or by a court.
2. <Recipient> and <Donor> make this Agreement with the intention that it be exhibited as evidence of their intentions with respect to the inseminations, the financial support and the custody of any Child that is born. They intend that they be bound for all time by the terms expressed in this Agreement.
3. <Recipient> and <Donor> are aware that the court has both an inherent "*parens patriae*" and statutory jurisdiction over the Child, and it is unclear whether such jurisdiction could be used to invalidate any or all of this Agreement. In the face of uncertainty, <Recipient> and <Donor> agree not to advance an argument that this contract is invalid.
4. <Donor>'s relatives do not have any rights or relationship with regard to the Child as <Donor> is renouncing his rights in this document.
5. <Recipient> and <Donor> are aware that when legal decisions about the Child are made, the standard applied is "the best interests of the Child." They agree that it will be in the Child's best interest to support <Recipient> as the Child's sole parent because:
  - a. <Recipient> alone (or with her chosen partner) exercises parental responsibility;
  - b. <Recipient> has the financial resources to parent alone (or with her chosen partner);
  - c. <Donor> does not want to be a parent to a Child born as a result of a sperm donation to <Recipient> or of any Children born to <Recipient>.
6. At such times as are consistent with the ovulation cycle of <Recipient>, and at her request, <Donor> agrees to act as a sperm donor. <Donor> will provide semen (sperm) to <Recipient> for the purpose of insemination.
7. <Donor> warrants that, to the best of his knowledge, he does not presently have any sexually transmitted diseases, will only engage in safer sex practices, and will continue to do so until <Recipient> has conceived a Child or until he has notified her of his intention to no longer practice safer sex, whichever first occurs. Safer sex practices include kissing, any sexual contact not involving the transfer of bodily fluids, and other sexual activities using a condom.
8. <Donor> will not impede any local or international travel of the Child. <Donor> understands that the Child may be born in, brought up in and hold the citizenship of any country or countries.

IN WITNESS of the promises <Recipient> and <Donor> make to each-other, they agree as follows:

### **General Terms**

1. <Recipient> and <Donor> agree that this Agreement may be filed or exhibited in any proceedings with respect to the Child that may be taken by any party.
2. In this Agreement, the following words shall have the following meanings:
  - a. "Child" means any Child or Children born to <Recipient> as a result of insemination by sperm provided by <Donor>.
  - b. "Parent" in relation to a Child means <Recipient> and/or <Recipient> and her chosen partner (spouse or common-law).
  - c. "Recipient" means <Recipient> or <Recipient> and her chosen partner (spouse or common-law).
  - d. "Sperm donor" means <Donor>.
  - e. "Parental rights" means all rights accruing to a parent, whether derived from statute or common law, including but not limited to rights related to the Child's health, education, adoption, guardianship, religion and place or country of residence.

### **Pregnancy**

3. <Recipient> will make all financial, health and personal decisions about the pregnancy.
4. <Recipient> agrees that <Donor> will have no parental responsibility, financial or otherwise, during the pregnancy.

### **Name of the Child**

5. <Donor> agrees that the Child's name will be chosen by <Recipient> and/or <Recipient> and her chosen partner (common-law or by marriage).

### **Nomenclature, medical information and identity**

6. <Donor>'s full name and identity will not be made known to anyone other than the Child without <Donor>' written approval, or unless <Donor> himself discloses the information voluntarily, or if required by law or for medical reasons. <Donor>'s identity may only be made known to <Recipient>'s partner or other legal guardian of the Child, notaries, lawyers, beneficiaries of her will or anyone that needs to see a copy of this agreement in the course of a legal context or procedure. The intent of both parties is that <Donor>'s identity will only be made known to anyone other than the Child and <Recipient>'s chosen partner (common-law or by marriage) if absolutely necessary.
7. Correspondence between <Recipient> and <Donor> is to be considered confidential and in accordance with this agreement.

8. <Donor> will provide <Recipient> with an electronic version of requested medical exam results including those requested prior to conception, any exams related to pre-pregnancy or pregnancy and in relation to the Child's health in the future. <Donor> will provide <Recipient> with a detailed family medical history and a description of family traits and particular characteristics that the Child may share, if requested, 30 days prior to the due date of the Child resulting from insemination and may, from time to time, be requested by <Recipient> to provide further information as it relates to the Child's health, education, well-being or development. <Donor> agrees to provide such information or test results to <Recipient> upon request, to the best of his ability. Such information is to be transmitted by email in electronic format. <Recipient> agrees to cover any costs and expenses <Donor> may incur for any requested medical exams or information.

### **Parental Rights**

9. <Recipient> and <Donor> agree that <Recipient> will be the Child's sole parent and will exclusively possess all parental rights, or <Recipient> and her chosen partner (common-law or by marriage). <Recipient> may also give adoption rights to her chosen partner. The Child's birth certificate will carry <Recipient>'s name as sole parent or <Recipient> and her chosen partner's name as mother and father of the Child. <Donor>'s name will not be registered on the birth certificate as father of the Child.
10. <Recipient> and <Donor> agree that <Donor> will have no parental rights with regard to the Child.

### **Consent to declaration of parentage and citizenship**

11. In recognition of the fact that <Recipient> or <Recipient> and her chosen partner (common-law or by marriage) will be the Child's sole parent, <Donor> warrants that he will consent to <Recipient> applying for a birth certificate, citizenship certificate, passport, declaration of parentage or adoption.
12. <Donor> will not impede the Child from obtaining any citizenship or identification documents.

### **Guardianship and Custody of the Child**

13. <Donor> hereby appoints <Recipient> as the sole guardian of the Child and relinquishes any rights he may have as a Guardian of the Estate or the Person of the Child to <Recipient>. Specifically, <Recipient> will have the sole decision-making authority about all guardianship issues including, but not limited to, the health, education, religion, place or country of residence and/or citizenship, medical care, and welfare of the Child.
14. <Donor> agrees that he will never assert any rights of guardianship nor will he ever apply for such rights with respect to a Child. He further agrees that he will never support the assertion of such rights by anyone else except <Recipient> or <Recipient> and her chosen partner (spouse or common-law) or other legal guardian of the Child as determined by <Recipient>.
15. <Donor> relinquishes any right he may have to custody of or access to the Child, and agrees that <Recipient> shall have sole custody of the Child, and that he will never assert

or claim custodial rights with respect to the Child, whether as a parent or otherwise, nor support the assertion of such rights by anyone except <Recipient>.

### **Financial Support of the Child**

16. <Recipient> warrants to provide all financial support of the Child.
17. <Recipient> agrees to provide for the wellbeing of the Child in her Will.

### **Indemnification**

18. If anyone, including a Provincial or State authority, brings an action against <Donor> for payment of money to or on behalf of herself or the Child, <Recipient> agrees to indemnify <Donor> for all money so obtained and pay his legal expenses.

### **Access/Visitation to the Child and Contact between parties**

19. <Recipient> and <Donor> agree that any access/visitation between <Donor> and <Recipient> and/or <Recipient> and the Child will be at <Recipient>'s discretion.
20. <Donor> agrees not to apply to a Court for right of access/visitation to the Child, whether as a parent or otherwise.
21. <Recipient> and/or <Recipient> and her chosen partner (spouse or common-law) will determine if and when the Child will be informed about the identity of the Child's biological paternal parent (<Donor>) and will determine if and when the Child should meet <Donor> in person. <Recipient> will inform <Donor> if and when the Child has been informed that <Donor> is the biological paternal parent. The Child and <Donor> may meet in person as arranged by <Recipient> even though the Child may not be aware that <Donor> is his/her biological paternal parent.
22. <Donor> agrees to keep <Recipient> informed of changes in his contact information.
23. <Recipient> agrees to keep <Donor> informed of changes in her contact information.
24. Electronic mail will be the preferred method of contact between <Recipient> and <Donor> with telephone or in-person meetings as proposed by <Recipient> or <Donor> and agreed upon by <Recipient>.
25. The Child may, upon reaching the age of 18, wish to contact <Donor>. <Donor> consents to be contacted though he reserves the right to decide if he would like to meet the Child in person.
26. <Recipient> agrees to inform <Donor> about the conception and birth of the Child.
27. <Recipient> agrees to send <Donor> at least one photo and an update about the Child at least once a year.
28. <Donor> agrees to voluntarily keep <Recipient> informed of any medical or other developments that could affect the Child or be important to let the Child's physician(s) know regarding the Child's mental or physical health and well-being, including genetic considerations of <Donor> or of his other biological family members.

29. <Donor> agrees to provide any requested medical information or medical exam results in electronic format should it be deemed medically necessary by the Child's doctor.
30. <Donor> agrees to provide any information that may be important to the Child's education or psychological development.
31. In the event that parents of other Children that <Donor> has conceived wish to establish sibling donor contact, <Recipient> reserves the right to decide whether such contact would be in the Child's best interest at that time.

### **Property Rights**

32. <Donor> agrees that he has no interest in the property of <Recipient> and will make no claim with respect to her property or the property of the Child.
33. <Recipient> agrees that she has no interest in the property of <Donor> and will make no claim against <Donor>'s property.

### **Death of <Recipient>**

34. This Agreement applies notwithstanding the death of <Recipient>.
35. <Donor> agrees to make no claims with respect to the Child notwithstanding the death of <Recipient>.
36. <Donor> agrees that <Recipient> has the sole right to appoint a guardian under her Will and that he will not oppose the appointment,
37. <Donor> agrees that he will respect the wishes of <Recipient> with respect to custody and guardianship of the Child as those wishes are expressed in <Recipient>'s Will.

### **Mediation**

38. <Recipient> and <Donor> agree to resolve any differences between them with respect to the application or interpretation of this Agreement without going to Court.
39. If any difference arises which they are unable to settle by discussion they will refer the matter to a mediator. The mediator will be either mutually agreed upon or if there is no agreement then <Recipient> and <Donor> will nominate one person each, these two people will meet and choose the mediator.
40. The cost of the mediator will be paid one-half (1/2) by <Recipient> and one-half (1/2) by <Donor>.
41. If the dispute is not resolved after six mediation sessions then the issue will be submitted to Arbitration.

### **Arbitration**

42. If the dispute is referred to Arbitration and <Recipient> and <Donor> cannot agree on an Arbitrator, each of them will nominate one person who will together nominate a chair.

43. The cost of arbitration will be paid one-half (1/2) by <Recipient> and one-half (1/2) by <Donor>.
44. <Recipient> and <Donor> agree that the arbitrator will observe the rules of natural justice and that the parties will be permitted to call witnesses, cross examine witnesses, and be represented by legal counsel.

#### **Agreement as to Legal Status**

45. Each clause of this 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.
46. This Agreement binds all parties. It is also binding upon their heirs, executors, administrators, successors, and assigns.
47. <Donor> fully understands that any and all parental rights and obligations which he may have with respect to the Child now, or might acquire in the future, are extinguished.
48. <Recipient> acknowledges and agrees that she understands that she is releasing <Donor> from any and all parental rights and obligations which <Donor> may have as a parent with respect to the Child now, or might acquire in the future.
49. <Recipient> undertakes that she is the solely responsible parent of the Child.
50. <Recipient> and <Donor> each acknowledge that she or he has had independent legal advice and understands her or his respective rights and obligations and the meaning and significance of each provision under this Agreement, and is signing this Agreement voluntarily and without fraud, duress or undue influence.
51. This Agreement takes effect on the date noted in the first line of the agreement.

**Initial Contact Information (to be maintained by all parties)**

Recipient Full Name:

Phone number(s):

Email address:

Donor Full Name:

Phone number(s):

Email address:

IN WITNESS WHEREOF the parties have set their hands and seals on the date noted next to each signature.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date