

## Sample Known-Donor Contract

This is one version of many boilerplate contracts people have used with known donors. We encourage people to make their contract personal by using their own names instead of “donor” and “recipient.” Include the recipient’s partner if s/he is also taking on the role of parent, and include a paragraph by the donor and the recipients about what is motivating them to make this agreement. Our suggestions here are based on how a child or young adult may feel in the future when reading the agreement that preceded their conception. This document should be written out of love and conscientious choice—not just to prevent a possible legal dispute. Remember this contract will serve you to show the intent behind your original arrangements, however the only true legal protection when using a known donor is second or step-parent adoption after birth. Be sure to refer to The New Essential Guide to Lesbian Conception, Pregnancy, and Birth for a thorough discussion of the issues that may arise when using a known donor prior to signing a contract.

### SPERM DONOR AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ hereafter referred to as the DONOR, and \_\_\_\_\_, hereafter referred to as the RECIPIENT, who may be collectively referred to herein as “parties.”

\*[If there the recipient is a couple, include both names of the couple there, and have both members of the couple sign at the end, especially if there is any hope that the other woman hopes to use the same donor in the future. In this case change recipient to recipients throughout.]

NOW, THEREFORE, in consideration of the promises of each other, DONOR and RECIPIENT, agree as follows:

1. 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.
2. The DONOR has agreed to provide his semen to the RECIPIENT for the purpose of insemination. (Add the following clauses if applicable.) (The parties have further agreed that the DONOR’s semen may be frozen at the time of donation and may be used by the

RECIPIENT at a subsequent time.) (However, the frozen semen remains the property of the DONOR and its use for the insemination may be stopped at any time the DONOR deems appropriate.)

3. \*In exchange for the DONOR's services, the RECIPIENT agrees to pay the sum of \$ \_\_\_\_\_ dollars or \_\_\_\_\_ in lieu of cash to the DONOR each and every time he makes a semen donation.

4. (The marital status of each party. One example is given.)  
Each Party is single and has never been married.

5. (Statement about how long the DONOR agrees to donate and that the RECIPIENT is inseminating.)

Each party acknowledges and agrees that during the calendar year/s \_\_\_\_\_, the RECIPIENT is attempting to become pregnant by insemination and that such inseminations will continue until conception occurs.

6. Each party acknowledges and agrees that the DONOR is providing his semen for the purpose of said inseminations, and does so with the clear understanding that he will not demand, request, or compel any guardianship, custody, or visitation rights with any child(ren) resulting from the insemination procedure. Further, the DONOR acknowledges that he fully understands that he will have no parental rights whatsoever with said child(ren).

7. Each party acknowledges and agrees that the RECIPIENT, through this AGREEMENT, has relinquished any and all rights that she might otherwise have to hold the DONOR legally, financially, or emotionally responsible for any child(ren) that result from the inseminations. The RECIPIENT may legally share her sole parenting responsibility with a partner of her choice, if the partner adopts the child. The DONOR need not be consulted, nor is his approval required for the adoption (if this is legally the case). OR the DONOR will not interfere in any decisions the RECIPIENT makes to have another person, male or female, adopt and coparent the child(ren). OR the RECIPIENT acknowledges that she and \_\_\_\_\_ share full parenting responsibility of the child(ren) of said know-donor insemination.

8. Each Party acknowledges and agrees that the sole authority to name any child(ren) resulting from the insemination shall rest with the RECIPIENT.

9. Each Party acknowledges that the DONOR shall not be named as the father on the birth certificate of any child(ren) born from the insemination.

10. *(if applicable)* Each Party acknowledges and agrees that the use of a licensed physician to receive the semen donations, as well as the execution of this AGREEMENT, were specifically chosen to avoid any finding that the DONOR is a legal father of the child(ren) pursuant to \_\_\_\_\_ (name and section number of state statute, if applicable). Consistent with that purpose, each Party has executed this

AGREEMENT with the purpose of clarifying her or his intent to release and relinquish any and all rights she or he may have to bring a suit to establish the paternity of any child(ren) conceived through insemination.

11. Each Party covenants and agrees that, in light of the expectations of each Party, as stated above, RECIPIENT shall have absolute authority and power to appoint a guardian for her child(ren), and that the RECIPIENT and such 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.

12. *(if desired)* Each party covenants and agrees that none of them will identify the DONOR as the parent of the child(ren), nor will either of them reveal the identity of the DONOR to any of their respective relatives or to any individual without the express written consent of the other party. OR Each party agrees that the DONOR will not be referred to by himself or by the RECIPIENT as “Father” or “Dad” to friends and family, as he has relinquished paternity rights.

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

14. Each party acknowledges and agrees that any future contact the DONOR may have with any child(ren) that result from the insemination in no way alters the effect of this agreement. Any such contact will be at the sole discretion of the RECIPIENT and will be consistent with the intent of both parties to sever all parental rights and responsibilities of the DONOR. All parties do also acknowledge that in the best interest of the child, if the child at any time requests to meet or form a friendship with the DONOR, it is the intention of the DONOR to be receptive to such contact. All agree that any friendship formed between the DONOR and the child(ren) does not construe a parental relationship with any of its concomitant rights or responsibilities.

15. *(if desired)* The DONOR agrees to keep the RECIPIENT updated with current address and contact information so that the child(ren) can make contact in the future.

(Other points to add as appropriate: anything else you negotiate specifically about health practices, safer-sex practices, how he’ll be available to you during the month to donate, how he’ll communicate if he needs to change your arrangement, etc. You can be as specific as you want; whether or not the points of your contract are enforceable in court, they are important to include for all of your mutual understanding and memory.)

16. Each party covenants and agrees that any dispute pertaining to the AGREEMENT that arises between them shall be subject to the following process:

(Outline the process in detail, whether it will be with a family counselor or a mediator or through binding arbitration. Binding arbitration may be listed as the process to be used if all others fail. Specify how a counselor or arbitration team will be chosen, who will pay, and what the time line will be for the process.)

17. Each party acknowledges and understands that there may be legal questions raised by the issues involved in this AGREEMENT, which have not been settled by statute or prior court decision. Notwithstanding the knowledge that certain clauses stated herein may not be enforced by a court of law, the parties choose to enter into this AGREEMENT as binding.

18. 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 the AGREEMENT.

19. 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 both parties.

20. 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, consisting of \_\_\_ typewritten pages, in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, on the date and the year first written above.

DONOR \_\_\_\_\_

RECIPIENT \_\_\_\_\_

WITNESS \_\_\_\_\_