KNOWN DONOR AGREEMENT

This AGREEMENT is made this \_\_\_\_\_day of \_\_\_\_, 20\_\_ by and between:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereafter DONOR,
\_\_\_\_\_\_\_\_\_\_\_\_ , hereafter RECIPIENT, who may also be referred to herein as the parties.

NOW, THEREFORE, in consideration of the promises of each other, DONOR and RECIPIENT 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 semen free of charge to RECIPIENT for the purpose of artificial insemination.
3. RECIPIENT will reimburse any expenses incurred by DONOR for the purpose of artificial insemination, such as travel costs.

4. Each party acknowledges and agrees that, through the procedure of artificial insemination, the RECIPIENT is attempting to become pregnant.

5. Each party acknowledges and agrees that the DONOR provided his semen 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 born from the artificial insemination procedure. Further, DONOR acknowledges that he fully understands that he would have no paternal rights whatsoever with said child.

6. Each party acknowledges and agrees 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.

7. Each party acknowledges and agrees that any resulting child will have no legal or financial claim on the DONOR in perpetuity.

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

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

10. 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, 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 DONOR.

11. Each party covenants and agrees that the identity of the DONOR shall be made known to the child at a time and in a manner to be determined solely by the RECIPIENT. DONOR agrees to provide basic personal information to be given to the child at a time determined solely by RECIPIENT. Details of such information to be agreed by DONOR and RECIPIENT.

12. Each party reserves the right not to disclose his identity to any others, and RECIPIENT agrees not to disclose DONOR’s identity to any specific persons upon his written request including full names.

13. 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 disability or death.

14. Each party acknowledges and understands that any future contact the DONOR may have with any children) 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/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.

15. 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.

16. 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 each party understands the meaning and significance of each provision of this AGREEMENT.

17. 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.

18. 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.

19. DONOR has agreed to donate as many times as necessary so the RECIPIENT can have multiple children.

20. DONOR or any parties affiliated to DONOR will have no legal or financial rights or responsibility to any child/ren in the event of death of RECIPIENT and their partner..

21. DONOR or any parties affiliated to DONOR will have no legal or financial rights or responsibility to any child/ren in the event of a separation occurring between the RECIPIENT and their partner.

22. Each party acknowledges and agrees that the child/ren born of a result of the DONOR will have no claim on finances/assets of the DONOR, also including the donor’s family, donor’s partner or partner’s family for the life of the child/ren.

IN WITNESS WHEREOF, the parties hereunto have executed this AGREEMENT, in \_\_\_\_\_\_\_\_\_\_\_, Australia. On this \_\_ day of \_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(DONOR)
Signature………………………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Witness)
Signature………………………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Recipient)
Signature………………………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Witness)
Signature………………………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Recipient’s Partner)
Signature………………………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Witness)
Signature………………………………………………