

# Sperm Donation Agreement

This AGREEMENT, to be executed as a deed, is made this \_\_\_\_ day of \_\_\_\_\_, 2021

by and between: \_\_\_\_\_, hereafter referred to as

“DONOR” and \_\_\_\_\_, hereafter referred to as “RECIPIENT”,

and above-mentioned parties will collectively be referred to herein as the “PARTIES”.

Any child or children born as a direct result of DONOR’s donation and artificial insemination of his sperm (gametes) to RECIPIENT shall hereafter be referred to as “CHILD/CHILDREN”.

The PARTIES including DONOR and RECIPIENT agree as follows:

## **Legal Relationship**

1. All PARTIES declare and agree that the above-mentioned names contain his/her correct full legal name as per identity documents issued by the governments of NSW South Wales or Commonwealth of Australia.
2. This agreement to be executed as a deed, hereafter referred to as “AGREEMENT”, is governed by the laws of New South Wales, Australia.
3. Each clause, term, condition or provision of the AGREEMENT is separate and divisible from the others. In the event that any term, condition or provision of the AGREEMENT is for any reason rendered void, all remaining terms, conditions and provisions will remain and continue as valid to the maximum extent permissible by law.
4. All PARTIES acknowledge and agree that if there are legal questions raised by the issues involved in this AGREEMENT, which have not been settled by statute or common law, notwithstanding the knowledge that some 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 intentions that existed at the time of entering into this AGREEMENT in the hope that any court of law or government agency will respect these intentions.
5. All PARTIES acknowledge and agree that he/she signed this AGREEMENT voluntarily and freely, of his or her own choice, and acknowledges that he/she understands the meaning and significance of each provision of this AGREEMENT.
6. All PARTIES acknowledge and agree that any changes made to the terms and conditions of the AGREEMENT shall be made in writing and signed by all PARTIES.
7. 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.
8. All PARTIES acknowledge and agree that all PARTIES are not qualified nor responsible to give legal advice and that all PARTIES have had the opportunity to seek independent legal advice regarding this AGREEMENT. All PARTIES acknowledge and agree that if they do not seek independent legal advice prior to entering into or signing this AGREEMENT, they have voluntarily relinquished any requirements for independent legal advice.

9. All PARTIES acknowledge and agree DONOR and RECIPIENT have no sexual, personal or business relationship. The sole purpose of the interaction between DONOR and RECIPIENT is for DONOR to provide assistance to RECIPIENT to enable RECIPIENT to conceive and give birth to CHILD/CHILDREN.

### **Artificial Insemination**

10. All PARTIES agree that the DONOR will provide his semen and sperm (gametes) to the RECIPIENT for the sole purpose of artificial insemination, exclusively for the RECIPIENT to conceive a CHILD/CHILDREN only and DONOR's semen and sperm (gametes) will be used for no other purpose.
11. RECIPIENT will reimburse any expenses incurred by DONOR for the purpose of artificial insemination, e.g. travel costs, accommodation etc.
12. All PARTIES acknowledge and agree that, through the procedure of artificial insemination, the RECIPIENT is attempting to become pregnant.
13. RECIPIENT declares that at the time of executing this AGREEMENT, she is not pregnant and that during her current menstruation cycle (from the time of her last menstruation to the time of executing this AGREEMENT) she has not used any other DONOR's sperm (gametes) to attempt to become pregnant or conceive a child or children nor has she had any penetrative sex with a biological male during this time nor has she had any semen or sperm (gametes) enter her body.
14. RECIPIENT agrees and undertakes that for her next pregnancy/childbirth she will be attempting to conceive CHILD/CHILDREN, and give birth to CHILD/CHILDREN by exclusively using DONOR's sperm (gametes) and genetic material to the exclusion of all other sperm (gametes).
15. RECIPIENT agrees and undertakes that for her next attempt(s) at becoming pregnant following the signing of this AGREEMENT, she will be using the DONOR's semen exclusively and will NOT be concurrently using any other person's semen or sperm (gametes) to attempt to become pregnant nor will she be engaging in any penetrative sex with a biological male during these attempts to become pregnant.
16. If the RECIPIENT is unsuccessful at becoming pregnant, RECIPIENT may decide to discontinue using the DONOR's semen and sperm (gametes) and if so, RECIPIENT must communicate this decision to the DONOR as immediately as practicable in writing. Until the DONOR is aware of the RECIPIENT's decision to discontinue using his semen or sperm (gametes), the RECIPIENT must NOT use any other person's semen or sperm (gametes) to become pregnant nor allow any other person's semen or sperm (gametes) to enter her body.
17. RECIPIENT acknowledges and agrees that failure to be truthful about and/or abide by Clauses 13 to 16, would be deemed a fraud against the DONOR and a violation of the rights of any children to know their biological parentage and/or genetic descent. RECIPIENT agrees to be liable to the DONOR for any losses, damages, gifts or costs that may have resulted from any misunderstanding of biological parentage caused by her fraud, negligence or violation of the Clauses 13 to 16.
18. RECIPIENT acknowledges and agrees that upon a failure to be truthful about and/or abide by Clauses 13 to 16, it would be in the best interest of CHILD/CHILDREN to undergo DNA paternity test with DONOR to clarify CHILD/CHILDREN's biological parentage/genetic descent. RECIPIENT agrees and undertakes to fully support any such DNA paternity test.

### **Notice to DONOR**

19. RECIPIENT agrees and undertakes to notify DONOR immediately as practicable in writing upon discovering that she is pregnant as a result of artificial insemination from DONOR's sperm (gametes).

20. RECIPIENT agrees and undertakes to notify DONOR immediately as practicable in writing upon giving birth to any CHILD/CHILDREN as a result of artificial insemination from DONOR's sperm (gametes).
21. RECIPIENT agrees and undertakes to notify DONOR immediately as practicable in writing upon the death of any CHILD/CHILDREN that are born as a result of artificial insemination from his sperm.

### **Artificial Insemination Procedure and Logistics**

22. In reliance on this agreement, DONOR shall as soon as possible undergo the same battery of medical screening diagnostic tests as IVF Australia as found on their website:  
<https://www.ivf.com.au/treatments/donor-programme/using-donor-sperm>
23. If DONOR undergoes the medical screening diagnostic tests in reliance on this agreement and returns passing results (i.e. negative to STIs and diseases) but RECIPIENT decides to not proceed with artificial insemination of DONOR's sperm, RECIPIENT agrees to be liable to compensate DONOR \$500 for his wasted time and effort in undergoing the medical screening.
24. DONOR agrees to provide RECIPIENT with a copy or the opportunity to make a copy of the statement of the above-mentioned medical screening test results prior to artificial insemination.
25. RECIPIENT may elect (to be communicated to DONOR in writing) to accept, either before or after entering into this AGREEMENT any medical screening test results that DONOR has already obtained prior to entering into this AGREEMENT. If RECIPIENT does make such an election, then the DONOR shall not be required to do any testing as per Clause 22.
26. RECIPIENT agrees to purchase the necessary artificial insemination equipment (hereafter referred to as "EQUIPMENT") from the following website:  
<https://ivfdonationworld.com/products/> and to use these EQUIPMENT exclusively for the purpose of artificial insemination pursuant to this AGREEMENT.
27. On date(s) and time(s), and location(s) agreed to by all PARTIES, the collection of DONOR's semen will be immediately followed by artificial insemination of RECIPIENT using DONOR's semen, this/these event(s) will hereafter be referred to as "FERTILISATION".
28. There may be more than one FERTILISATION event as required for RECIPIENT to become successfully pregnant and as agreed upon by all PARTIES.
29. During FERTILISATION and RECIPIENT agree that DONOR's unused semen or sperm (gametes) may not be taken away from the FERTILISATION event and any semen or sperm (gametes) must be used for the sole purpose of artificial insemination of RECIPIENT contemporaneously. Any semen or sperm (gametes) must not be stored or kept by anyone except DONOR.
30. RECIPIENT agrees and undertakes that any used semen that leaves or leaks or fails to enter the RECIPIENT's body must be immediately destroyed.
31. RECIPIENT agrees to provide DONOR with the EQUIPMENT and assign all ownership and possession rights to the DONOR. In particular, all EQUIPMENT that contains or comes into contact with DONOR's semen will be assigned to the DONOR as his exclusive property and possession.
32. RECIPIENT agrees that DONOR will maintain exclusive possession, control and ownership of the EQUIPMENT, even during the artificial insemination of the RECIPIENT.
33. RECIPIENT agrees that the DONOR will maintain exclusive possession, control and ownership of his semen and sperm (gametes) until the semen has entered into the RECIPIENT's body by way of artificial insemination.
34. DONOR agrees and undertakes to destroy and/or dispose of the EQUIPMENT after the conclusion of the FERTILISATION event.

### **Parentage/Custody/Responsibility**

35. All PARTIES acknowledge and agree that DONOR will be deemed to NOT be the legal father of any CHILD/CHILDREN born as per *Status of Children Act 1996 (NSW) s14(2)* and accordingly will have no paternal rights nor responsibility whatsoever with said CHILD/CHILDREN.
36. All PARTIES acknowledge and agree that DONOR will be deemed to NOT be the parent of any CHILD/CHILDREN born in relation to the application of *Family Law Act 1975 (Cth)* and accordingly will have no parental rights nor responsibility whatsoever with said CHILD/CHILDREN.
37. All PARTIES acknowledge and agree that any CHILD/CHILDREN born will be deemed to NOT be the legal child of DONOR in relation to *Family Law Act 1975 (Cth) s60H*.
38. DONOR agrees and undertakes that he would not demand, request, or compel any guardianship, custody or visitation rights with any CHILD/CHILDREN born.
39. RECIPIENT agrees to relinquish any and all rights that she might have to hold DONOR legally or financially responsible for any CHILD/CHILDREN.
40. RECIPIENT agrees and undertakes to never commence nor support any legal action to claim child support against DONOR.
41. All PARTIES acknowledge and agree that DONOR would not consent to the donation of his semen or sperm (gametes) without a full assurance and belief that he will not be subject to future responsibility for CHILD/CHILDREN, including any financial support.
42. RECIPIENT agrees and undertakes that in the event that DONOR is ever found by a court of law to have a financial responsibility for CHILD/CHILDREN, RECIPIENT shall make monetary charitable donation equal to the amount that DONOR is legally compelled to provide for CHILD/CHILDREN. Such charitable donations shall be made to any charity or charities nominated by DONOR.
43. RECIPIENT agrees and undertakes to indemnify and hold harmless DONOR from personal financial loss or expense, including reasonable legal fees and costs, if any, arising out of any claim, litigation, demand, suit, judgment, dispute, contest or challenge by reason of any act or omission arising from DONOR's role as a sperm donor for RECIPIENT.
44. RECIPIENT agrees and undertakes that in the event of any legal claim, demand, lawsuit, judgment, dispute, contest or challenge regarding DONOR's legal responsibilities for CHILD/CHILDREN, or seeking to establish legal paternity of DONOR for CHILD/CHILDREN, or relating to the validity, applicability or enforceability of this AGREEMENT or any portion thereof, RECIPIENT agrees to compensate the donor for reasonable legal fees, costs and expenses. This is applicable regardless of where the legal claim, lawsuit or dispute originates, and includes challenges by the state, CHILD/CHILDREN, RECIPIENT, RECIPIENT's partner or relatives, and/or other third parties.
45. RECIPIENT acknowledges and agrees that any resulting CHILD/CHILDREN will have no legal or financial claim on DONOR in perpetuity.
46. RECIPIENT agrees and undertakes to never commence nor support any legal action to establish paternity of DONOR in relation to any CHILD/CHILDREN born to RECIPIENT.
47. RECIPIENT agrees and undertakes to not list DONOR as the father or parent of CHILD/CHILDREN on any birth certificate, legal record or document, or otherwise make any declaration indicating paternity.
48. All PARTIES acknowledge and agree that the RECIPIENT shall have absolute authority and power to appoint a guardian for her CHILD/CHILDREN, and that RECIPIENT and guardian may act with sole discretion as to all legal, financial, medical and emotional needs

of said CHILD/CHILDREN without any involvement with or demands of authority from DONOR.

49. All PARTIES acknowledge and agree that the CHILD/CHILDREN born as a result of the DONOR will have no claim on finances/assets of DONOR, also including DONOR's family, DONOR's estate, DONOR's partner or partner's family for the life of the CHILD/CHILDREN.
50. All PARTIES acknowledge and agree that any future contact DONOR may have with any CHILD/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.

#### **Disclosures to Any CHILD/CHILDREN**

51. RECIPIENT agrees and undertakes that she shall communicate the identity and contact details of DONOR to all CHILD/CHILDREN born as a result of his sperm (gametes) at the age of eighteen (18) years.
52. RECIPIENT acknowledges and agrees that DONOR shall have the right to conclusively verify that the identity and contact details of DONOR have been communicated to CHILD/CHILDREN at the age of eighteen (18) years.
53. DONOR agrees and undertakes to provide his basic personal information to RECIPIENT i.e. identity and contact details to be given to the CHILD/CHILDREN at the age of eighteen (18) years.
54. DONOR agrees and undertakes to update RECIPIENT as soon as practicable if there are any changes to this basic personal information i.e. identity and contact details.
55. RECIPIENT agrees and undertakes to provide to DONOR her basic personal information i.e. identity and contact details and to update DONOR as soon as practicable if there are any changes to this basic personal information to ensure DONOR can fulfill his obligations under the above clauses and also to ensure that RECIPIENT will meet her obligations under the above clauses.

#### **Privacy and Confidentiality**

56. All PARTIES agree and undertake to not disclose each other's identity to anyone except for any CHILD/CHILDREN born from this artificial insemination.
57. DONOR agrees and undertakes to NOT contact RECIPIENT and/or CHILD/CHILDREN unless invited or permitted by RECIPIENT and/or appointed guardian, except for the purposes of Clauses 51 to 55 or to enforce any provision of this AGREEMENT.

#### **Death, Incapacitation and Succession**

58. In the event of the death or incapacitation of any of the PARTIES, next of kin, executor of estate, person(s) appointed under power of attorney, trustee etc. shall have the authority to pursue any rights provided by this AGREEMENT.

#### **Debriefing Meeting**

59. RECIPIENT agrees and undertakes to provide DONOR with clear, legible, colour photocopy(ies) of the legal birth certificate(s) of all CHILD/CHILDREN within thirty (30) days of receiving the said birth certificate(s) from the relevant government department.
60. RECIPIENT agrees and undertakes to allow DONOR to sight the original legal birth certificate(s) of all CHILD/CHILDREN within thirty (30) days of receiving the said birth certificate(s) from the relevant government department to verify that the above-mentioned photocopy(ies) of the legal birth certificate(s) are true and genuine.
61. RECIPIENT agrees and undertakes to allow DONOR to physically meet CHILD/CHILDREN in person while Clauses 59 and 60 are carried out.

**Appendix**

DONOR's current contact details are as follows:

Mobile Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Other: \_\_\_\_\_

RECIPIENT's current contact details are as follows:

Mobile Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Other: \_\_\_\_\_

The PARTIES have signed, seal and delivered this AGREEMENT to be executed as a deed, in

\_\_\_\_\_, Australia. On this \_\_\_\_ day of

\_\_\_\_\_, 2021.

The witness attesting execution of this AGREEMENT as a deed certifies that he or she explained the nature and effect of the deed to the PARTIES, and that he or she believes that the PARTIES have understood the explanation.

\_\_\_\_\_(DONOR)

\_\_\_\_\_(Witness)

Signature.....

Signature.....

\_\_\_\_\_(RECIPIENT)

\_\_\_\_\_(Witness)

Signature.....

Signature.....