

Sample Known Donor Contract

This AGREEMENT is made this _____ day of _____, 200____,

by and between _____,

hereafter DONOR, and _____,
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 to RECIPIENT for the purpose of artificial insemination.
3. In exchange, DONOR has received from RECIPIENT _____.
4. Each party is a single person who has never married.
5. Each party acknowledges and agrees that, through the procedure of artificial insemination, the RECIPIENT is attempting to become pregnant. It is our intent that such inseminations shall continue until conception occurs.
6. Each party acknowledges and agrees that 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.
7. 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.
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 acknowledges and agrees that there shall be no father named on the birth certificate of any child born from the artificial insemination procedure.

10. Each party relinquishes and releases any and all rights he or she may have to bring a suit to establish paternity.
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, 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.
12. 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. 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 child(ren) 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 covenants and agrees that any dispute pertaining to this AGREEMENT which arises between them shall be submitted to binding arbitration according to the following procedures:
 1. The request for arbitration may be made by either party and shall be in writing and delivered to the other party;
 2. Pending the outcome of arbitration, there shall be no change made in the language of this AGREEMENT;
 3. The arbitration panel that will resolve any disputes regarding this AGREEMENT shall consist of three persons; one person chosen by DONOR, one person chosen by RECIPIENT; and on person chosen by the other two panel members;
 4. Within fourteen calendar days following the written arbitration request, the arbitrators shall be chosen;
 5. Within fourteen days following the selection of all members of the arbitration panel, the panel will hear the dispute between parties;
 6. Within seven days subsequent to the hearing, the arbitration panel will make a decision and communicate it in writing to each party.

16. Each party acknowledges and understands that there are legal questions raised by the issues involved in this AGREEMENT which have not been settled by statute 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.
17. 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 this AGREEMENT.
18. 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.
19. 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, in the City of _____, and the state of _____, on the day and year first above written.

Donor Signature

Donor Name (Print)

Recipient Signature

Recipient Name (Print)