

Donor Agreement

(For use where second-parent adoption is available.)

This agreement is made this _____ day of _____, by and between _____

[biological mother's name
and address], hereafter referred to as "Recipient" and _____

[donor's name and address], hereafter referred to as
"Donor."

NOW, THEREFORE, in consideration of the promises of each other, Donor and Recipient agree as follows:

Each clause of this agreement is separate 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.

1. Donor agrees and understands that the purpose of the insemination is to produce a child or children.
2. Each party is a single person and is not legally married.
3. Recipient agrees to pay for Donor's physical and genetic examination including _____
_____ [name genetic and physical tests]. Donor agrees to be tested for sexually transmitted diseases including the human immunodeficiency virus (HIV). A copy of the Donor's examination and testing results shall be provided to Recipient prior to insemination. If the medical examination and testing reveal that the Donor has a sexually transmitted disease or may transmit a genetic defect, Recipient may cancel this agreement by giving notice of such cancellation to Donor. In addition, Donor shall receive a fee of \$_____ in compensation for the donation of sperm.
4. Donor understands that he is providing his semen for artificial insemination and agrees in advance to consent to the adoption of any child conceived through this process by the second parent, _____ of _____, [name and address of prospective non-biological mother.] Donor waives paternity rights, if any, to a child conceived through artificial insemination of sperm donated pursuant to this agreement. Donor agrees not to attempt to form a parent-child relationship with Recipient's child. Each party acknowledges and agrees that the relinquishment of all rights, as stated above, is final and irrevocable.
5. Recipient and Donor agree that Recipient has relinquished any and all rights that she might otherwise have to hold Donor legally and financially responsible for any child or children who result from the artificial insemination procedure. Each party agrees the

sperm donor shall not be named as the father on the birth certificate of any child or children born from the artificial insemination.

6. Physician _____ [name and address] agrees to collect semen from Donor and to perform the artificial insemination. Recipient authorizes physician to use fresh or frozen semen from Donor. (Note: This condition is required in some states. Ask your attorney if it is required in your area.)
7. 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 also is agreed that both parties sought the advice of an attorney, and that the Recipient offered to pay for the Donor's attorney. It is further acknowledged that each party understands the meaning and significance of each provision of this agreement.
8. There are no promises, understandings or agreements between the parties other than those expressly stated in this agreement.
9. This agreement shall be construed under and in accordance with the laws of the State of _____.

Signature or Recipient

Date

Signature of Donor

Date

Signature of Physician

Date

Signature of Notary

Date

IMPORTANT NOTE: This sample legal document is provided for informational purposes only and may or may not be valid in your particular state. This sample legal document also may not include the particular provisions you need. We strongly recommend that you consult a competent family or estate planning attorney who is familiar with these issues. This sample legal document in no way constitutes, and should not be relied upon, as legal advice.