

EMBRYO DONATION CONTRACT

Family Beginnings, PC
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317-595-3775
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This Agreement is made and entered into this _____ day of _____ 200_ by and between _____ and _____ (hereinafter referred to as ‘Embryo Donor Couple’) and _____ as the Attorney-in-Fact for The Acknowledged (intended) Mother [referred to as ‘Acknowledged (intended) Mother] and _____ as the Attorney—in-Fact for the Acknowledged (intended) Father [referred to as ‘Acknowledged (intended) Father’], the partner and/or husband of the Acknowledged (intended) Mother. The Acknowledged (intended) Mother and the Acknowledged (intended) Father shall at times be referred to herein collectively as the Intended Parents.]

WITNESSETH

WHEREAS, the Intended Parents, both over the age of eighteen, desire that the Acknowledged (intended) Mother be the recipient of an embryo or embryos, donated by the Embryo Donor Couple, for The purpose of carrying a pregnancy to term; and

WHEREAS, the Embryo Donor Couple is desirous of donating an embryo or embryos obtained from in vitro fertilization and subsequently cryopreserved, which shall be

transferred into the uterus or fallopian tube of the Acknowledged (intended) Mother for the purpose of carrying a pregnancy to term; and

WHEREAS, the Intended Parents desire to have a Child or Children of their own, intend to be the parents of any Child or Children conceived with a Donated Embryo, and Will assume all legal and parental responsibilities for any Child or Children born pursuant to this Agreement and

WHEREAS, the Embryo Donor Couple does not desire a parental relationship, or any other type of relationship, with any Child or Children born pursuant to This Agreement and

WHEREAS, the Intended Parents wish to remain anonymous and desire and intend that their identities be unknown to the Embryo Donor Couple and have, therefore, appointed an Attorney-in-Fact to sign this Agreement on their behalf and

1. The ‘Attorney-in-Fact’ for The Acknowledged (intended) Mother and the Acknowledged (intended) Father and the Intended Parents collectively is not a party to this Agreement but has merely been appointed by the Intended Parents to sign this Agreement on their behalf for the purpose of avoiding the disclosure of the identities of the Intended Parents for the reasons set forth in the recitals above, and assumes no obligations or liabilities under this Agreement The ‘Attorney-in-Fact’ is not a party to this Agreement nor a fiduciary to any party to it.

2. The Embryo Donor Couple warrants that all representations, either oral or written, made to the Intended Parents or to the Practice or to any professional as relates to her medical condition and/or the Embryo Donor Contract are true.

3. The Embryo Donor Couple and Intended Parents agree to undergo medical screening, psychological screening and counseling, as may be requested by the Practice. The Embryo Donor Couple and Intended Parents acknowledge that all medical procedures, testing, and counseling have been thoroughly explained to them by one or more of the physicians in the Practice and that they has signed informed consents regarding the possible medical risks associated with the procedure and the accompanying medications required with respect to the Intended Parents.

4. The Embryo Donor Couple agrees to allow their embryo or embryos to be transferred into the uterus of the Acknowledged (intended) Mother for the purpose of carrying a pregnancy to term.

5. The Embryo Donor Couple acknowledges, understands and agrees that, prior to the execution of the Embryo Donor Contact the Intended Parents shall be provided with a family medical history of the Embryo Donor Couple, and with the results of testing conducted to detect the presence of any diseases that may be indicated by her personal and family history, including testing for specific hereditary or genetic diseases common to the Embryo Donors Couple's ethnic group, for HIV or AIDS, and for Rh compatibility, and for any other condition, as deemed necessary or advisable by the Practice. The information will be presented to maintain Donor anonymity.

6. The Embryo Donor Couple acknowledges, understands and agrees that, prior to Embryo Donation Embryo Donor Couple shall undergo a general medical evaluation, psychological testing, counseling and infectious disease screening. The extent and scope of the evaluation shall be determined in the sole discretion of the Practice. The evaluation shall include a test for all sexually transmitted diseases, including HIV and AIDS. It shall also include a drug screen. The Embryo Donor Couple agrees to submit to any medical

test or procedure deemed necessary or advisable by the Practice. Test results may be provided to the Intended Parents, maintaining the Egg Donor's anonymity.

7. Prior to fertility drug therapy or any other medical procedure called for herein, the Intended Parents shall undergo a general medical evaluation by one of the physicians in the Practice to determine that the physical health and well-being of each of them is sufficient to allow their participation in the Embryo Donor Program. The extent and scope of the medical evaluation shall be determined in the sole discretion of the Practice. The medical evaluation shall include a test for all sexually transmitted diseases, including HIV and AIDS and a drug screen. The Intended Parents agree to submit to any medical test or procedure deemed necessary or advisable by the Practice to protect the anonymity of the Intended Parents, consistent with the intent of the parties to this Agreement, the Embryo Donor Couple shall not have access to the aforesaid medical evaluation of the intended Parents.

8. The Intended Parents agree to have a home study by an independent adoption home study agency and will be responsible for all fees associated with this.

9. All parties understand and agree the Practice shall be the sole provider of medical services for the Embryo Donor Couple and the Intended Parents for purposes of the procedures which are the subject matter of this Agreement. A physician of the Practice, in his or her sole discretion, may refer the parties to another medical practice, hospital, or laboratory for a specific procedure or test.

10. The Embryo Donor Couple agrees to undergo psychological evaluation and testing by a Licensed Clinical Social Worker (LCSW) recommended by the Practice should the Practice deem such an evaluation necessary. The Embryo Donor Couple shall sign an Authorization for Release of information authorizing the Practice to review any

information gathered during the evaluation and testing, and to speak with the LCSW regarding her or his professional opinion of the suitability of the parties for participation in the Embryo Donor Program. The Intended Parents shall pay for the cost of such psychological evaluation or review.

11. The Intended Parents shall be conclusively presumed to be the legal parents and guardians of any Child or Children conceived pursuant to this Agreement. They shall assume all legal and parental responsibilities for any Child or Children, as defined herein, which may be born with or possess congenital abnormalities or defects.

12. All embryos produced by the Embryo Donor Couple pursuant to this Agreement shall be deemed to be the property of the Intended Parents, and the Intended Parents shall have the sole right to determine the disposition of the embryo or embryos.

The Embryo Donor Couple acknowledges that they are to be treated under the law as though they were semen donors under IC 16-41-14 and as if they were not the natural Parents of any Child or Children conceived with the Donated E pursuant to this Egg Donor Contract.

13. The Acknowledged (intended) Mother who obtains a Donated Embryo or Embryos under the direction of a physician and surgeon is the mother of any Child or Children conceived or born pursuant to the use of the Donated Embryos regardless of whether the Donated Embryos are deposited into her own reproductive system or remain cryopreserved for future use by the Intended Mother and Father.

14. The Embryo Donor Couple shall have no parental, legal or custodial rights or responsibilities with regard to any Child or Children conceived or born from the use of The Donated Embryo or Embryos. They further agree that they will not attempt to form a parent and child relationship with any Child or Children born pursuant to this

Agreement and will not seek to view or contact the Child or Children after their birth.

The Embryo Donor Couple agree that they will not seek to meet the Intended Parents or any member of their family at any time, unless that is agreed to by all parties in writing.

15. The Intended Mother agrees to follow all medical instructions given to her by any physician or nurse in the Practice. During the time this Agreement is in effect, the Intended Mother agrees not to smoke cigarettes, marijuana, or other substances, drink alcoholic beverages, use any illegal drugs, or prescription or nonprescription medications without the consent and knowledge of one of the physicians in the Practice. Such consent to the use of prescription or nonprescription medication shall be noted in writing in the medical records of the Intended Mother by the physician with the date upon which that consent was given. Failure to conform to all or any provisions stated in this paragraph of the Agreement shall constitute a breach of the Agreement by The Intended Parents.

16. The Intended Parents represent and warrant that they are currently covered by medical health insurance, and agree that such medical insurance shall be kept in full force and effect during the term of this Agreement. The Intended Parents agree to provide a copy of their medical insurance policy or other evidence of coverage to the practice upon executing this Agreement.

17. The Intended Parents shall pay and be responsible for all of the medical expenses and costs of the Embryo Donor Couple related to the terms and procedures contemplated by this Agreement. These expenses will include, without limitation, medical evaluations, laboratory fees, psychological testing and counseling, and infectious disease screening.

18. The Egg Donor Couple acknowledges that they will not be compensated in any manner for donation of their embryos to the Intended Parents.

19. The Embryo Donor Couple represent and warrant they have consulted legal counsel regarding this Agreement. The Intended Parents shall pay the cost of this consultation, up to a maximum of \$350.00. The Embryo Donor Couple represent and warrant that pursuant to this legal consultation, they have been fully informed of and understand the terms of this Agreement and the conditions, duties, rights and responsibilities that arise under the conduct contemplated by this Agreement.

20. The Intended Parents represent and warrant they have consulted legal counsel regarding this Agreement. They have been fully informed of and understand the terms of this Agreement and the conditions, duties, rights and responsibilities that arise under the conduct contemplated by this Agreement.

21. Neither the Intended Parents, nor the Attorney-in-Fact for either of the Intended Parents, nor the Practice, nor any professionals designated herein, shall be responsible for any lost wages of the Intended Parents, if any, or child care, transportation or miscellaneous expenses related to the performance of this Agreement.

22. Prior to and during the time this Agreement is in effect the Embryo Donor Couple and Intended Parents agree to immediately inform the Practice, in writing, or any material change in her circumstances which may directly or indirectly affect this Agreement. Such material changes would include, but are not limited to, exposure to communicable illness or toxic chemicals, change in insurance coverage, loss of employment change in marital status, illness, use of drugs or alcohol, change of address or ability to perform under this Agreement in any way. The Embryo Donor Couple acknowledges that it may be necessary, at some future date, to obtain medical information from them. If such medical information is required, the Embryo Donor Couple agrees to furnish the information. The Embryo Donor Couple and Intended

Parents agree the Practice will keep on file for a period of no less than eight(8) years following execution of this contract the Embryo Donor Couple, last known address, social security number, and driver's license numbers.

23. All parties understand and agree the Practice shall act as administrator of the arrangements agreed to in the Embryo Donor Contract and the necessary informed consents, and shall maintain confidentiality in regards to all parties. It is understood that while the Practice may act as administrator of the Embryo Donor Program, it is not a party to the Embryo Donor Contract. No agency, employment, fiduciary relationship, or joint venture is created or intended to be created between the parties herein.

24. Any violation of an express warranty or provision contained herein, by any party, without legal excuse, shall constitute a material breach. When a material breach has occurred, in addition to all remedies at law or equity, this Agreement may be terminated forthwith at the option of the aggrieved party without further liability on the part of the non-breaching party. No waiver of any term or condition of this Agreement or any breach of this Agreement or any part thereof shall be deemed a waiver of any other terms, or conditions of This Agreement or of any later breach of this Agreement. In the event of a material breach for which the Intended Parents terminate this Agreement, the Intended Parents shall be under no obligation to pay monies to the Embryo Donor Couple or to reimburse for expenses already incurred pursuant to this Agreement. In addition, the Embryo Donor Couple shall be obligated to reimburse the Intended Parents for all sums expended pursuant to this Agreement plus interest at the maximum allowable rate from the time the breach was discovered.

25. The parties understand and agree that no professional whose services have been utilized in relation to this Agreement whether medical personnel or other staff at the

Practice, Social Worker, attorney or agents, any Attorney-in-Fact or employees of any of the above warrants or guarantees that any of the parties to this Agreement will comply with its terms or provisions, that the embryos will survive thaw or transfer, that the Intended Parents have medical insurance that will cover any or all of the procedures contemplated by this Agreement or the Embryo Donor Contract, that the Acknowledged (intended) Mother will become pregnant through the use of a Donated Embryo or embryos and carry a Child to term, or that any Child conceived or born will be physically and/or mentally healthy. As administrator of the Embryo Donor Program, the Practice does not guarantee payment or performance in any manner by any party to this Agreement or by any professional retained in relation to this Agreement.

26. The parties to this Agreement acknowledge and agree that the procedures contemplated by this Agreement are novel and new and that the law applicable to such procedures and relationships is developing and unsettled. Although the possibility exists that this Agreement may be declared void as against public policy, in whole or in part and may, be held unenforceable, in whole or in part, by an Indiana Court, all parties nonetheless agree that they are entering into this Agreement with the intention of being fully bound by its terms.

27. Nothing herein contained shall be construed so as to require the commission of any act contrary to the law and wherever there is a conflict between any provision of this Agreement and present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event. The provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

28. All parties warrant and represent that they are free to enter into and fully perform each and all of their obligations under this Agreement and expressly acknowledge that

they will each rely on the representations, warranties, statements and agreements made herein, and that the consent or permission of no other person is necessary in order to enable the other to enjoy the full rights and benefits of the Embryo Donor Contract.

29. This Agreement sets forth the entire agreement between the parties. This Agreement supersedes, merges or waives any and all prior negotiations, understandings, agreements, representations or warranties, expressed or implied, oral or written, between the parties with respect to the Embryo Donor Contract. This is an integrated agreement. This Agreement shall not be amended, modified, altered or changed except by a written agreement signed by all the parties. The original executed Embryo Donor Contract and any modifications thereto, shall be kept in the records of the Practice.

30. In The event of litigation arising from this Agreement the parties and their legal counsel, or others acting on their behalf agree to maintain confidentiality as intended and set forth, in this Agreement, to include, but not be limited to, requesting that the court records be sealed, and requesting the court in its procedures and in the conduct of its hearings to maintain confidentiality regarding the identity of the parties.

31. In the event a dispute and/or breach of this Agreement arises, which cannot be resolved through the intercession of the Practice, the Practice will inform the parties to this Agreement in writing, that no agreement or resolution can be reached. The parties to This Agreement will have thirty days from the date of said notification in writing by the Practice, in which to inform the Practice of Their designated legal representative for any and all dispute resolution, litigation, or legal action. If the parties to this Agreement have not so notified the Practice within the thirty day time period, the parties expressly agree to waive their confidentiality and anonymity as regards each other for purposes of any and all legal redress and remedies available to them. The parties to this Agreement

expressly agree to hold the Practice harmless for the release of their identities, in accordance with the terms stated hereinabove.

32. The parties understand and agree this executed contract will be maintained by the Practice, to preserve and protect the confidentiality of The Embryo Donor Couple and The Intended Parents. The Embryo Donor Couple understands a copy of this fully executed Agreement will be provided to the Intended Parents in the event of a dispute or breach, in accordance with the terms stated above in paragraph 29.

33. No provision of this Agreement is to be interpreted for or against any party because that party's legal representative or agent drafted the provision.

34. This Agreement may be entered into in counterparts, and when each party has signed at least one counterpart of this Agreement, the Agreement shall be deemed fully executed.

35. This Agreement has been entered into in The State of Indiana and the validity, interpretation and legal effect of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana.

36. (a) The parties agree that all disputes, claims and other matters in controversy arising out of or relating to this Agreement or the performance or breach thereof shall be submitted to binding arbitration in accordance with the provisions and procedures of this paragraph.

(b) The arbitration provided for in this paragraph shall take place in Marion County, Indiana in accordance with The provisions of the Indiana Code of Civil Procedure, except as provided to the contrary hereunder. The arbitration shall be held before and decided by a single neutral arbitrator. The single neutral arbitrator shall be selected by a process mutually agreed upon by the parties. If no agreement can be reached as to the

process of selecting the arbitrator or if the agreed method fails, the arbitrator shall be appointed in accordance with the provisions of Indiana Code of Civil Procedure.

(c) The decision of the arbitrator may be confirmed pursuant to the provisions of Indiana Code of Civil Procedure , and shall not be appealable for any reason, it being understood that a petition to vacate an award for any of the reasons set forth in Indiana Code of Civil Procedure shall not be permitted.

(d) The details and/or existence of any disputes, claims and other matters in controversy to be arbitrated hereunder, as well as the arbitration proceedings themselves and any discovery taken in connection with the arbitration, shall be kept strictly confidential and shall not be disclosed or discussed with any third party.

IN WITNESS WHEREOF, all parties have executed and delivered this Agreement as of the date above set forth.

AGREED TO AND ACCEPTED BY:

Egg Donor Couple _____

Acknowledged (intended) Mother
by her Attorney-in-Fact _____

Acknowledged (intended) Father
by his Attorney-in-Fact _____