

## ANONYMOUS DONOR PROGRAM CONSENT AGREEMENT

This Consent Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between New England Cryogenic Center, Inc. (hereinafter "NECC") and \_\_\_\_\_ (hereinafter "Recipient"), and her partner or spouse, \_\_\_\_\_ (hereinafter "Partner").

NECC provides cryogenic storage of human cells, including sperm and embryos, provides cryogenic transportation of human cells, and sells genetic material in the form of donor sperm. NECC operates two distinct programs for the sale of donor sperm: an anonymous donor program and the release of identity donor program.

Recipient desires to purchase donor sperm (hereinafter "Specimen") pursuant to the **anonymous donor program** for the purpose of therapeutic insemination.

Recipient and Partner understand that the identity of the Donor shall remain forever anonymous and that neither the Recipient or any resulting children (hereinafter "Offspring") shall have the right to obtain any identifying information regarding the Donor. Recipient and Partner also acknowledge and agree that the Donor shall not be a legal parent to any resulting Offspring. Recipient and Partner shall be the legal parents of any Offspring and shall be solely responsible for their support and custody.

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### Definition of Key Terms

*Donor:* The person who provides sperm for use in therapeutic insemination.

*Offspring:* Any and all children resulting from therapeutic insemination using Specimen of the Donor.

*Partner:* The Partner of the Recipient, whether married or unmarried.

*Recipient:* The person who will undergo therapeutic insemination.

*Specimen:* Sperm of the selected Donor purchased by the Recipient.

*Therapeutic Insemination:* Insertion of sperm into female reproductive organs by any means other than sexual intercourse with the intent to cause pregnancy.

*Treating Physician:* Physician who performs the therapeutic insemination for the Recipient.

### Purchase Terms

Recipient desires to purchase Specimen from NECC for the purpose of therapeutic insemination under the following terms and conditions:

1. Recipient shall select the Donor from the NECC donor catalog. NECC shall deliver the Specimen to the Recipient. Recipient shall pay any and all fees due for the Specimen at the time the order is placed.
2. Recipient and Partner must sign and return this Consent Agreement to NECC before NECC will ship the Specimen for use in therapeutic insemination.
3. Recipient cannot return Specimen under any circumstances except in the event that the donor sperm is determined to be substandard. If the Recipient's treating physician determines that the Specimen is substandard, upon review and confirmation of a report from the treating physician, NECC shall refund the Recipient the amount paid for the substandard Specimen.

4. Recipient and Partner agree that they shall be the sole legal parents of any Offspring resulting from therapeutic insemination. Recipient and Partner acknowledge and agree that the Donor shall not have any legal rights or responsibilities with regard to any Offspring born of therapeutic insemination. Recipient and Partner expressly waive the right to establish the paternity of and seek support from the Donor.
5. On behalf of themselves and Offspring, Recipient and Partner agree not to seek information regarding the identity or location of the Donor from NECC. Recipient and Partner further agree not to seek information regarding the identity or location of the Donor from any other source. Recipient and Partner agree not to initiate any court action to discover the identity of the Donor.
6. Recipient and Partner understand and agree that NECC does not guarantee the qualifications of the Donor.
7. Recipient and Partner understand that the therapeutic insemination may not be successful. Recipient further understands that every pregnancy carries with it the risk of producing a child with birth defects, mental retardation or genetic disorder. Genetic testing of the Specimen can reduce this risk, but screening cannot eliminate risk. Recipient and Partner expressly agree to assume all risk associated herewithin.
8. Recipient agrees to timely report all pregnancies and birth outcomes to NECC. The Recipient shall notify NECC in writing of any resulting pregnancy within 90 days of discovering pregnancy.
9. Recipient shall complete and submit the Birth Outcome Form and a certified copy of the Offspring's birth certificate within a reasonable time following the birth but no later than six months following birth.

# NEW ENGLAND CRYOGENIC CENTER, INC.

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## ANONYMOUS DONOR PROGRAM CONSENT AGREEMENT

(continued)

### General Terms

**Indemnification:** Recipient and Partner, on behalf of themselves and the Offspring, irrevocably and unconditionally release and discharge NECC and its past, present, or future employees and affiliates, and the Donor from any and all claims, actions, liabilities, charges, costs, demands, debts, obligations, and expenses (including attorneys' fees) of any nature that the Recipient, Partner, and Offspring has, has had or in the future may have in connection with the purchase and use of Specimen.

**Integration:** This Agreement represents the full and entire understanding between the parties, and there are no Agreements or representations other than as stated herein.

**Heirs and Assigns:** This Agreement and all its terms, shall be binding on the Recipient, Partner, the Offspring, and all personal representatives, estate, heirs, assigns and successors in interest.

**Severability:** If any provision of this Consent Agreement is found to be invalid or otherwise unenforceable, all remaining provisions shall nevertheless continue in full force and effect.

**Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, where NECC has its principal place of business and where Donors deposit sperm. Recipient and Partner acknowledge that Massachusetts law in the realm of therapeutic insemination is unsettled and that no warranties can be made with regard to the parentage of children resulting from therapeutic insemination.<sup>1</sup>

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Recipient

\_\_\_\_\_

Signature of Partner

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Address

\_\_\_\_\_

Address

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City,

State,

Zip Code

\_\_\_\_\_

City,

State,

Zip Code

<sup>1</sup> Currently, only one Massachusetts law specifically addresses therapeutic insemination. Pursuant to that law, G.L. c. 46, § 4B, "Any child born to a married woman as a result of artificial insemination with the consent of her husband, shall be considered the legitimate child of the mother and such husband."