

Sperm Donor Contract

This **Sperm Donor Agreement** ("**Agreement**") is made on _____ ("**Effective Date**"), by and between the parties below;

Institution

Donor

The Donor and the Institution may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to establish the terms under which the Donor agrees to provide sperm samples to the Institution for screening, storage, and potential use in assisted reproduction procedures for third parties in accordance with applicable medical standards and legal requirements.

2. Nature of Donation

The Donor agrees to provide sperm samples voluntarily to the Institution. The Parties acknowledge that:

- The donation is made for reproductive use by recipients selected or approved by the Institution.
- The Institution shall have control over the handling, screening, storage, and allocation of the donated sperm.
- The Donor does not have any ownership interest in or control over the use of the donated material once accepted by the Institution.

3. Medical Screening and Compliance

The Donor agrees to:

- Undergo medical evaluations, including physical examinations, infectious disease screening, and genetic testing as required by the Institution;
- Provide accurate and complete medical, genetic, and personal history information;
- Comply with all protocols, procedures, and timing requirements established by the Institution.

The Institution shall conduct all screening and storage procedures in accordance with applicable medical standards and internal policies.

4. Representations and Warranties of the Donor

The Donor represents that:

- All information provided to the Institution is true, complete, and not misleading to the best of his knowledge;
- He is not aware of any undisclosed medical or genetic conditions that may materially affect the health of a potential child;
- He has the legal capacity to enter into this Agreement.

5. Transfer of Rights and Use of Donated Material

Upon acceptance of each sperm sample by the Institution:

- The Donor transfers all rights, title, and interest in the donated material to the Institution;
- The Institution is authorized to store, process, and make the donated material available for reproductive use by recipients in accordance with its policies;
- The Institution may determine whether the donation will be used, retained, or discarded, based on medical, quality, or regulatory considerations.

6. Waiver of Parental Rights

The Donor acknowledges and agrees that:

- He shall not be considered a legal parent of any child conceived using the donated sperm, to the extent permitted by applicable law;
- He waives any rights to custody, visitation, or decision-making in relation to any such child;
- He shall have no financial obligations toward any child conceived as a result of the donation.

7. Anonymity and Disclosure

The Parties agree that the donation shall be handled on the following basis:

- The Donor's identity shall be _____, in accordance with the Institution's policies and applicable law.

Where applicable, the Donor consents to the release of non-identifying information (such as medical and genetic background) to recipients.

If identity-release arrangements apply, the Donor acknowledges that identifying information may be disclosed to a child conceived from the donation under defined conditions.

8. Confidentiality

The Institution shall maintain the confidentiality of the Donor's personal and medical information, subject to:

- Disclosure required by law or regulatory authorities;
- Disclosure necessary for medical treatment or safety;
- The agreed terms regarding anonymity or identity release.

The Donor agrees not to disclose confidential information relating to the Institution's procedures or recipient identities.

9. Compensation and Expenses

The Donor shall receive compensation, if any, as determined by the Institution and permitted by applicable law.

Type	Amount/Terms
Donation Compensation	
Reimbursement of Expenses	

Compensation is provided in consideration of the Donor's time, inconvenience, and compliance with procedures, and not for the purchase of human tissue.

10. Storage, Use, and Disposal

The Institution shall have sole discretion regarding:

- The duration of storage of donated samples;
- The number of recipients who may use the donation, subject to internal limits;
- The disposal of samples that are unsuitable, unused, or no longer required.

11. Term and Termination

This Agreement shall commence on the Effective Date and continue until:

- The Donor ceases participation in the donation program; or
- The Institution terminates the Donor's participation in accordance with its policies.

Either Party may terminate participation upon written notice. Termination shall not affect:

- The Institution's rights over previously donated material;
- The Donor's waiver of parental rights;
- Confidentiality obligations.

12. Limitation of Liability

To the extent permitted by applicable law:

- The Institution shall not be liable for outcomes related to the use of donated sperm, including unsuccessful procedures or health conditions of any resulting child;
- The Donor acknowledges that medical procedures involve inherent risks and uncertainties.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding sperm donation and supersedes all prior discussions or understandings.

15. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

16. Acknowledgment

By signing below, the Parties confirm that they:

- Have read and understood this Agreement;
- Enter into it voluntarily;
- Have had the opportunity to seek independent advice prior to signing.

Signatures

Institution

Donor

Name

Name

Date

Date

Signature

Signature



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