

EGG DONOR CONTRACT

Family Beginnings, PC
7440 Shadeland Ave., Suite 212
Indianapolis, IN 46250
317-595-3775

This Agreement is made and entered into this _____ day of _____ 200_ by and between _____ (hereinafter referred to as ‘Egg Donor’) 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 egg or eggs, donated by the Egg Donor, that have been fertilized by the sperm of the Acknowledged (intended) Father; for The purpose of carrying a pregnancy to term; and

WHEREAS, the Egg Donor is desirous of donating an egg or eggs, retrieved from the Egg Donor by means of transvaginal ultrasound guided follicular aspiration (“transvaginal aspiration”), to be fertilized outside her body with the sperm of the Acknowledged (intended) Father or donor sperm, at which time the embryo 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 of their own, intend to be the parents of any Child conceived with a Donated Egg, and Will assume all legal and parental responsibilities for any Child born pursuant to this Agreement and

WHEREAS, the Egg Donor does not desire a parental relationship, or any other type of relationship, with any Child 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 Egg Donor 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 Egg Donor 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 Egg Donor Contract are true.
3. The Egg Donor agrees to undergo medical screening, psychological screening and counseling, as may be requested by the Practice, fertility drug treatment and the removal of an egg or eggs from her ovaries through a transvaginal aspiration. The Egg Donor acknowledges that all medical procedures have been thoroughly explained to her by one or more of the physicians in the Practice and that she has signed informed consents regarding the possible medical risks associated with the procedure and the accompanying medications required.
4. The Egg Donor agrees to allow her egg or eggs to be fertilized with the sperm of the Acknowledged (intended) Father or with donor sperm and to the transfer of that embryo into the uterus of the Acknowledged (intended) Mother for the purpose of carrying a pregnancy to term.
5. The Egg Donor acknowledges, understands and agrees that, prior to the execution of the Egg Donor Contract the Intended Parents shall be provided with a family medical history of the Egg Donor, 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 Egg Donors ethnic group, for HIV or AIDS, and for Rh compatibility, and for any other condition, as deemed necessary or advisable by the Practice.

6. The Egg Donor acknowledges, understands and agrees that, prior to fertility drug therapy or any other medical procedure called for herein, the Egg Donor shall undergo a general medical evaluation by one of the physicians in the Practice to determine whether her physical health and well-being are sufficient to allow her participation in the Egg Donor Program. The extent and scope of the medical 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 Egg Donor 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 Egg 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. 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 Egg Donor shall not have access to the aforesaid medical evaluation of the intended Parents.

8. All parties understand and agree the Practice shall be the sole provider of medical services for the Egg Donor 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.

9. The Egg Donor 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 Egg Donor 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 Egg Donor Program. The Intended Parents shall pay for the cost of such psychological evaluation or review.

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

11. All eggs produced by the Egg Donor 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 eggs or any embryos produced with the Donated Eggs. The Egg Donor acknowledges that she is to be treated under the law as though she were a semen donor under IC 16-41-14 and as if she were not the natural mother of any Child conceived with the Donated Egg pursuant to this Egg Donor Contract.

12. The Acknowledged (intended) Mother who obtains a Donated Egg under the direction of a physician and surgeon is the mother of any Child conceived or born pursuant to the use of the Donated Egg or eggs regardless of whether the Donated Egg is

deposited into her own reproductive system or cryopreserved for future use by the Intended Mother and Father.

13. The Egg Donor shall have no parental, legal or custodial rights or responsibilities with regard to any Child conceived or born from the use of The Donated Eggs. She further agrees that she will not attempt to form a parent and child relationship with any Child born pursuant to this Agreement and will not seek to view or contact the Child after its birth. The Egg Donor agrees that she 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.

14. The Egg Donor agrees to abstain from any sexual activity, including intercourse, that would allow the transmission of sexually transmitted diseases, from the time she begins her medical evaluation and testing until one week after the retrieval of eggs from her ovaries by means of transvaginal aspiration. If the Egg Donor is married, or cohabiting with a man who is not her husband but with whom she has sexual relations, this provision of abstinence is waived if her husband or the man with whom she cohabits has been tested by the Practice for sexually transmitted diseases, including HIV and AIDS, and has been declared free of all such diseases. If during the time this Agreement is in effect The Egg Donor knows or has reason to believe her husband or the man with whom she cohabits has engaged in sexual activity of any sort with another person, the provision of abstinence is not waived. In any event the Egg Donor agrees that she will abstain from sexual intercourse with her husband, or the man with whom she cohabits, from one week before egg retrieval continuing until one week after egg retrieval to prevent the possibility of her becoming pregnant if an egg follicle ruptures prematurely. If the egg donor conceives during or after the treatment cycle she and her partner accept

full responsibility for the pregnancy and child/children conceived and waive any claim against the Intended Parents, Practice, or Physicians/Staff of Family Beginnings, PC.

15. The Egg Donor 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 Egg Donor 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 Egg Donor 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 Egg Donor.

16. The Egg Donor represents and warrants that she is currently covered by medical health insurance, and agrees that such medical insurance shall be kept in full force and effect during the term of this Agreement. The Egg Donor agrees to provide a copy of her 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 Egg Donor and the Egg Donor's Husband related to the terms and procedures contemplated by this Agreement. These expenses will include, without limitation, medical evaluations, laboratory fees and the transvaginal aspiration.

18. In the case of any extraordinary medical procedure arising from any emergency, any complication or any procedure contemplated by this Agreement the Egg Donor's medical coverage shall be deemed primary insurance and exclusive.

19. In return for The Egg Donor's services, the Intended Parents agree to pay the Egg Donor a total of \$3000.00 upon completion of each transvaginal aspiration procedure performed in accordance with This Agreement. If the Egg Donor begins a treatment cycle by taking medication, which treatment cycle is discontinued by the Practice or the Intended Parents for reasons other than negligent or intentional acts of The Egg Donor, the Egg Donor shall receive \$500.00. Payments made to the Egg Donor and the acceptance of such payments do not constitute violation of IC 35-46-5-3.

It is the responsibility of any party receiving payment or benefit pursuant to this Agreement to report payment or benefit to the proper taxing authority.

20. The term of this Agreement shall be the period covering a maximum of three separate cycles of medication and transvaginal aspiration. The Egg Donor shall be paid \$3000.00 for each completed cycle as stated in paragraph 19 above, and \$500.00 for each cycle excluding the transvaginal aspiration as stated in paragraph 19 above. No party to this Agreement shall be obligated to perform pursuant to this paragraph beyond the first cycle of medication and transvaginal aspiration. If any party elects to terminate this Agreement following the first treatment cycle, the Intended Parents shall not be obligated to pay the Egg Donor for any treatment cycles that are not performed. Only one legal consultation shall be required for the Egg Donor, regardless of how many cycles are attempted or completed under this Agreement.

21. All known and estimated expenses, fees and payments related to and anticipated by this Agreement payable to the Egg Donor, shall be placed in the Egg Donor Trust Account upon execution of the Egg Donor Program Administration Agreement. Medical

costs shall not be included in this sum. Such trust fund shall be administered by the Practice or such other entity as may be designated or approved by the Practice. The parties agree that if conflicting claims are made by any of them upon the Practice for payment from the trust funds, the Practice will have the authority to make a decision regarding the conflicting claim in its sole discretion.

22. The Egg Donor represents and warrants she has consulted legal counsel regarding this Agreement. The Intended Parents shall pay the cost of this consultation, up to a maximum of \$350.00. The Egg Donor represents and warrants that pursuant to this legal consultation, she has been fully informed of and understands the terms of this Agreement and the conditions, duties, rights and responsibilities that arise under the conduct contemplated by this Agreement.

23. 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.

24. 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 Egg Donor or her Husband, if any, or child care, transportation or miscellaneous expenses related to the performance of this Agreement.

25. Prior to and during the time this Agreement is in effect the Egg Donor agrees 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 Egg Donor acknowledges that it may be necessary, at some future date, to obtain medical information from her. If such medical information is required, the Egg Donor agrees to furnish the information. The Egg Donor agrees the Practice will keep on file for a period of no less than eight(8) years following execution of this contract the Egg Donor name, last known address, social security number, and driver's license number.

26. All parties understand and agree the Practice shall act as administrator of the arrangements agreed to in the Egg 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 Egg Donor Program, it is not a party to the Egg Donor Contract. No agency, employment, fiduciary relationship, or joint venture is created or intended to be created between the parties herein.

27. 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 aft 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 Egg Donor or to reimburse her for expenses already incurred pursuant to this Agreement. In addition, the

Egg Donor 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. All funds deposited by the Intended Parents remaining in the trust or escrow account maintained by the Practice, in excess of those sums necessary for payment of expenses already incurred, shall be returned to the Intended Parents upon their request. However, prior to returning the funds the Practice shall give ten days' written notice to the Egg Donor.

28. 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 Egg Donor will in fact produce an egg or eggs, that the Egg Donor has medical insurance that will cover any or all of the procedures contemplated by this Agreement or the Egg Donor Contract, that the Acknowledged (intended) Mother will become pregnant through the use of a Donated Egg or eggs and carry a Child to term, or that any Child conceived or born will be physically and/or mentally healthy. As administrator of the Egg 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.

29. 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.

30. 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.

31. 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 Egg Donor Contract.

32. 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 Egg 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 Egg Donor Contract and any modifications thereto, shall be kept in the records of the Practice.

33. 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.

34. 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.

35. The parties understand and agree this executed contract will be maintained by the Practice, to preserve and protect the confidentiality of The Egg Donor. The Egg Donor 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 32.

36. 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.

37. 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.

38. 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.

39. (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 _____.

Acknowledged (intended) Mother

by her Attorney-in-Fact _____

Acknowledged (intended) Father

by his Attorney-in-Fact _____