

**AGREEMENT  
Donor and Intended Parent**

This Agreement is entered into between \_\_\_\_\_, Intended Parent and \_\_\_\_\_, Intended Parent (“Intended Parents”) and Donor # \_\_\_\_\_, Egg Donor (“Donor”). This Agreement will become effective the date it is last signed by all parties and shall be modified only by a written agreement signed by all of the Parties.

**COMMUNICATION BETWEEN INTENDED PARENTS AND DONOR**

The Parties intend to meet one another by Skype or in person through the services of ORM. The Parties anticipate possible contact with each other in the future for the purposes of communication, for the Child to contact Donor if the Child desires to do so and Donor agrees, and for the exchange of medical information.

Meeting: The Parties agree to a single Skype or in person meeting to be arranged through the services of ORM and facilitated by an ORM staff person.

Email: The Parties agree to future communication by email if either Party wishes to initiate such communication. These emails will be the primary method of communication. Donor is providing the following email address for communication with Intended Parents and the Child:

\_\_\_\_\_

Intended Parents are providing the following email addresses for communication with Donor:

\_\_\_\_\_

The Parties agree to keep one another informed of any changes in contact information.

Donor agrees to be contacted by Intended Parents. Donor also agrees to be contacted by the Child or by Intended Parents on the Child’s behalf through the email addresses provided in this Agreement, if and when the Child so desires. Contact by the Child will be subject to the authorization of Intended Parents if the Child is under age eighteen (18). At that time, the Donor agrees to at least a one-time response to the Child’s request for communication, and Donor will decide at that time whether she is willing to have further contact with the Child if the Child desires such contact.

Donor has provided medical information to ORM and agrees to provide additional information if requested to do so in the future. Donor agrees to be contacted by Intended Parents or the Child through ORM or the email address provided in this Agreement if the Child experiences a life threatening or serious medical condition.

If Donor discovers new medical or mental health information about herself or her family, or any of her children develop serious medical or mental health conditions that Donor’s physician has determined to be genetically related to her, Donor agrees to inform Intended Parents through ORM or DSR or the email address provided in this Agreement.

If any Child born from Donor's eggs suffers serious medical or mental health conditions that may be genetically related to Donor, Intended Parents agree to inform Donor through ORM or DSR or the email address provided in this Agreement.

The obligation to share health information shall, at a minimum, continue for 25 years after the date this Agreement is signed by all Parties.

## **CONFIDENTIALITY**

The Parties agree to respect each other's privacy and not disclose personal or confidential information about each other that was obtained during this process. The Parties agree that the specific terms of this Agreement are to remain confidential. The Parties agree not to discuss or disclose the specific terms of this Agreement or the details of this egg donation arrangement with anybody other than the other Parties to the Agreement, their attorneys, physicians and other professionals involved in the egg donation process, unless they have obtained the written consent of the other Parties. The Parties may speak generally with friends and relatives about their involvement in egg donation but agree not to disclose the specific terms of this Agreement, any personal or confidential information, or the identities of the other Parties or the Child.

The Parties may speak generally about their involvement in egg donation to the media (including but not limited to, newspapers, magazines, television, radio, or any entity for the purpose of publication or distribution) and in social networking outlets such as Facebook, Twitter and blogs, but agree not to disclose the specific terms of this Agreement or the identities of the other Parties, including providing or posting photographs of the other Parties, without specific written permission of the other Party. In any disclosure of personal information allowed, the identity of the Child or photographs of the Child may be disclosed by Intended Parents and may not be disclosed by Donor.

Donor understands that Intended Parents may, at their discretion, inform the Child that he or she was conceived through the process of egg donation.

## **STATEMENT OF RIGHTS**

Donor understands and affirms her consent to waive all parental or custodial rights to the eggs, embryos, fetuses and all children born from her donated eggs. Donor agrees that Intended Parents will have sole authority to make decisions regarding future use of all donated eggs and cryopreserved embryos, including the right to discard them, donate them to another family for purposes of procreation, donate them for research purposes, or make any other disposition of them. Donor waives all rights to make decisions regarding the use of the eggs and embryos.

Donor further agrees that Intended Parents are responsible for all resulting children. Donor agrees that she will not seek any guardianship, custody or visitation rights with any children born from the embryos.

Intended Parents accept their obligation to care for and support any Child(ren) born from the donated eggs of Donor. Intended Parents agree to take steps, if any are necessary, to create their legal relationship with the Child(ren).

## COMPENSATION

The Parties agree that consideration paid at the egg retrieval constitutes reasonable compensation for all losses, costs, expenses, pain and suffering, time, inconvenience and discomfort incurred by Donor. The Parties agree that none of the payments made to Donor or on her behalf shall be construed as payment for relinquishment of her parental rights to a Child born as a result of this Agreement or for the sale of her genetic material.

Intended Parents agree to compensate the Donor at the standard rate for ORM egg donations and have established an escrow account through ORM for the Donor's medical expenses directly associated with the egg retrieval process. Intended Parents agree to pay travel expenses for Donor and an adult companion of Donor's choice if Donor is required to travel more than 30 miles from her home for screening or egg retrieval. All travel expenses will comply with ORM's standard egg donor travel policy. Intended Parents are not responsible for any tax consequences that Donor may incur as a result of her participation as a Donor.

If Donor's cycle is cancelled after she has started injectable medication, she will receive \$750.00 if cancellation occurred through no fault of Donor. If Donor's cycle is cancelled through fault of Donor, Donor will receive no compensation and will be required to reimburse Intended Parents for expenses they have incurred related to Donor's participation in this Agreement after the date Donor was selected by Intended Parents.

A temporary medical insurance policy will be purchased by ORM on behalf of the Intended Parents for the Donor which provides limited coverage for medical complications arising from Donor's participation in the egg donor program. Intended Parents' liability for Donor's expenses related to any injuries or medical complications arising from the egg donation procedures shall be limited to Intended Parents' payment of the premium for the insurance policy. Intended Parents shall not be responsible for any other costs or expenses associated with medical complications which may occur as a result of Donor's participation in the egg donation process. Any expenses resulting from medical complications beyond the temporary medical insurance premium shall be the sole responsibility of Donor.

If any portion of this Agreement between Intended Parents and Donor conflicts with documents previously signed by the Parties with ORM, the terms of this Agreement will prevail.

ORM does not provide legal advice. Donor has been offered an opportunity to consult with independent counsel regarding the legal issues in this Agreement and understands that her attorney fees will be paid by Intended Parents. If Donor desires a consultation with an attorney before signing this Agreement, Intended Parents will pay both Donor's and Intended Parents' attorney fees for review of this Agreement prior to the time that Donor signs it.

The Parties acknowledge that they have read this Agreement and understand its meaning, and that they are signing it freely and voluntarily.

DATED: \_\_\_\_\_  
Donor, # \_\_\_\_\_

DATED: \_\_\_\_\_  
Intended Parent

DATED: \_\_\_\_\_  
Intended Parent

EXAMPLE