

SPERM DONOR AGREEMENT

Location: _____ Date: _____

Parties:

Donor Name: _____

Donor Address: _____

Recipient Name(s): _____

Recipient Address: _____

Recitals:

WHEREAS, the Donor agrees to provide sperm for artificial insemination to the Recipient(s), and the Recipient(s) agree to receive and use such sperm for the purpose of conception; AND WHEREAS, the parties intend to set forth their rights and responsibilities regarding the donation, conception, and any resulting offspring in this Agreement.

1. Donation and Use of Sperm

The Donor agrees to provide sperm which may be used by the Recipient(s) for artificial insemination. The Donor warrants that the sperm provided is his own and is free from communicable diseases to the best of his knowledge.

2. No Parental Rights or Obligations

The Donor acknowledges that he shall have no legal parental rights or obligations (including but not limited to custody, visitation, child support, or inheritance) with respect to any child conceived through the use of his sperm under this Agreement. The Recipient(s) shall be the legal parent(s) and guardian(s) of any such child.

3. Confidentiality and Identity Disclosure

The parties agree that the Donor's identity shall remain confidential and shall not be disclosed to third parties without prior written consent, except as required by law or for medical purposes. The Recipient(s) may disclose the existence of the Donor only in accordance with applicable law and ethical guidelines.

4. Health and Medical Testing

The Donor shall undergo all recommended medical and genetic testing prior to donation to ensure the health and safety of the Recipient(s) and any resulting child. The Donor shall provide all relevant medical information to the Recipient(s).

5. Consent to Use and Disposition of Sperm

The Donor consents to the collection, storage, and use of his sperm for the purpose described herein. Any unused sperm may be disposed of or retained according to the mutual agreement of the parties or applicable laws.

6. No Compensation

The Donor acknowledges and agrees that he is providing sperm donation on a voluntary basis and shall receive no financial compensation or other remuneration, except reimbursement for reasonable expenses directly related to donation.

7. Legal Compliance

The parties agree to comply with all relevant Australian laws, regulations, and guidelines governing sperm donation, artificial insemination, and assisted reproductive technology.

8. Indemnity and Liability

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising out of breach of this Agreement or the use of the sperm, except where caused by negligence or willful misconduct.

9. Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved by negotiation between the parties. If unresolved, the parties agree to submit to mediation prior to initiating any court proceedings.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of the State or Territory in which the Recipient(s) reside.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements, whether oral or written, concerning the subject matter hereof.

12. Amendment

Any modification or amendment to this Agreement must be in writing and signed by both parties to be effective.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

DONOR'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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