



**Agreement for using Donor Sperm:** \_\_\_\_\_  
(FCC DONOR CODE)

I/We \_\_\_\_\_ & \_\_\_\_\_ of \_\_\_\_\_ County, am/are 18 years of age or older and presently \_\_\_\_\_ (single/married), following thoughtful consideration have decided to undergo therapeutic Artificial Insemination using sperm from an unknown donor, herein referred to as donor, provided on a fee for service basis from the Fertility Center of California, herein referred to as FCC. I/We fully understand and agree to the following Terms and Conditions:

1. I/We have knowingly and willingly chosen FCC as the source of donor semen and the professional services of Doctor \_\_\_\_\_ and/or his assistants to perform one or more Artificial Inseminations for the purpose of making me pregnant.
2. I/We understand that the donors have been carefully selected and screened following recommended guidelines. Semen donors are anonymous and are not affiliated in any way with FCC. They voluntarily contribute to help infertility patients or single women have healthy children. Due to the rigorous screening/acceptance process involving health, fertility potential, looks, education and attitude, less than 3% of potential applicants are accepted as contributing donors.
3. The donors have been initially and periodically screened for infectious viral/bacterial agents and sexually transmitted diseases such as, but not limited to, HIV, HTLV, Hepatitis B, Hepatitis C virus, CMV, Syphilis, Gonorrhea, and Chlamydia.
4. Cryopreserved donor semen will only be released after each sample has been quarantined for at least 180 days and negative results have been obtained for the above mentioned tests performed by clinically licensed laboratories based on today's available methodologies and their limitations. Both intrauterine (IUI) and intracervical (ICI) vials contain at least 10 million (or 15 million for premium vials) motile sperm upon thawing.
5. FCC may assist me/us in selecting certain donors from their catalog and I/we forever agree not to seek the identity of the donors, nor shall FCC advise the donor of my/our identity. I/we further understand that FCC cannot guarantee that semen from the same donor will be available for every future insemination unless I/we purchase and reserve in my/our name, semen vials from the same donor. I understand I will pay a yearly storage fee for vials reserved under my/our name and refunds are granted at FCC's discretion.
6. I/we fully understand and acknowledge that the above physician and/or his/her assistants mentioned in item #1 above, has thoroughly and clearly explained to me the procedures, risks and complications that may accompany therapeutic donor insemination, conception and delivery. The semen vial(s) can be used for Artificial Insemination at a physician's office or the recipient's home with doctor's written permission. Once the vial(s) leave our laboratory, whether picked up by a patient or delivered by a courier, FCC cannot guarantee that the vial(s) purchased will be used by the patient's physician to achieve a pregnancy/fertilization since FCC has no control/jurisdiction over physician's offices.
7. Neither FCC nor the physician mentioned in item #1 above can guarantee that a pregnancy and live birth will result from this process of Artificial Insemination.
8. Neither FCC nor the physician mentioned in item #1 above can guarantee that the child born from Artificial Insemination will be of a desired sex and/or free of any mental and/or physical defects and thus, neither assumes the responsibility for the physical and/or mental characteristics of any child/children born as a result of this Artificial Insemination.
9. It is agreed that from the moment of conception, I/we accept this act as my/our own



Sperm Bank, Inc  
 dba  
 Fertility Center of California

and agree that the child/children so produced are my/our own legitimate offspring and forever waive any right which I/we have to disclaim such offspring as my/our own.

10. I/we absolve, release, indemnify, protect and hold harmless from any and all liability for the mental and/or physical nature or character of any offspring so conceived or born, and for affirmative acts or acts of omission which may arise during the performance and application of this agreement, the physician mentioned in item #1 above and/or his/her designees who perform the Artificial Insemination and FCC.
11. Finally, I/we understand that this Agreement is confidential in nature, that its contents have been fully read, it is legal and medical terms understood and signed on \_\_\_\_\_(mm/dd/yyyy)
12. This Agreement contains twelve (12) terms labeled 1-12, it is written in two (2) pages, and shall be governed by the laws of the State of California and shall be binding upon the parties hereto, their personal representatives, its estates, heirs and successors in interests.

\_\_\_\_\_  
 Recipient Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date

\_\_\_\_\_  
 Partner/Spouse Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date

\_\_\_\_\_  
 FCC Witness **OR** Notary Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date