



## OVUM DONOR AGREEMENT

Choices LLC

This agreement is between \_\_\_\_\_ and Choices.

I \_\_\_\_\_ dated today \_\_\_\_\_  
(print full legal name here)

from here on will be referred to by my first name \_\_\_\_\_. The potential person or couple who may choose me as their ovum donor will be referred to as “Intended Parent(s)”

I \_\_\_\_\_ and Choices accept, acknowledge and understand the contents of this contract as follows:

A. I \_\_\_\_\_ give permission to Choices to show my Ovum Donor Questionnaire, my photographs and provide information obtained through my one on one interview or other conversations with Choices to the potential Intended Parent(s) of my ovum.

B. I \_\_\_\_\_ understand that my relationship with the Intended Parent(s) will remain anonymous unless I choose to disclose personal and confidential information as indicated in section T of this agreement.

C. I \_\_\_\_\_ acknowledge that it is the intent of Choices to maintain my anonymity, but a State, Municipal or Federal court process may require in the future for Choices to disclose my identity. If this should come about Choices will make every effort to operate as my representative to keep my anonymity. I acknowledge that there are no present laws that guarantee protection of my identity from the Intended Parent(s) in the future.

D. I \_\_\_\_\_ understand and agree that it is the intent of this agreement that the Intended Parent(s) will also remain anonymous to me unless they choose to disclose personal and confidential information. In the event that I learn the identity of the Intended Parent(s) without their consent I agree to make no attempt to contact the Intended Parent(s) for any reason whatsoever during the ovum donor cycle or following the ovum retrieval. I agree that I will make no attempt to identify the Intended Parent(s).

E. I \_\_\_\_\_ understand and agree that the Intended Parent(s) of my ovum donation are the intended parents and deemed to be the lawful and exclusive parents of any child born from any ovum retrieved from me under this contract. I waive any and all legal rights of all ova after they have been medically retrieved and to any child born from said ovum. I agree not to pursue any claim to any child that may be born from my ovum donation. I further agree that all rights and responsibilities for any child that may be born from my ovum donation belong exclusively to the Intended Parent(s). The parties have

agreed that the Intended Parent(s) shall have ownership, custody and control of the retrieved ova and that the Intended Parent(s) may donate embryos to another person or destroyed without the donor's consent.

F. I \_\_\_\_\_ understand that I am responsible for verifying laws concerning ovum donation and the legality of assisted reproduction. Choices will be held completely harmless and free from all liability that may result from all violations of any such laws. Laws pertaining to the rights of the ovum donor are in flux.

G. I \_\_\_\_\_ understand, acknowledge and agree to indemnify and hold Choices completely harmless from any injuries, damages, claims, suits, causes of action, demands and liability, including attorney fees and costs that arise from, relate to or result from:

- 1) The psychological and medical selection process for becoming an ovum donor
- 2) The medical process I engage into becoming an ovum donor
- 3) The physical and mental health of me before, during and after any medical procedures related to the ovum donor process
- 4) All potential legal proceedings resulting from the disclosure of my identity

H. I \_\_\_\_\_ understand, acknowledge and agree to hold the Intended Parent(s) completely harmless from any injuries, medical illness, damages, claims, suits, causes of action, demands and liability, including attorney fees and costs that arise from, relate to or result from:

- 1) The physical or psychological health of me (the ovum donor) while involved in any medical procedures related to the ovum donor fertility process or after the cycle is completed.

I. I \_\_\_\_\_ understand that it is my responsibility to obtain medical and other information regarding the ovum donor procedure, process and risks involved in the medical process I have chosen to participate in.

J. I \_\_\_\_\_ understand that Choices does not guarantee that I will be chosen by a Intended Parent(s) to become an ovum donor. I understand that if I am chosen by a Intended Parent(s) that I must pass all medical, psychological and other screening required by the physician in charge of the ovum donor process to be fully accepted as an ovum donor. Choices does not guarantee that if I am selected by a Intended Parent(s) and fully accepted by the doctor in charge of the cycle, that my ovum donor cycle will be completed. I understand that by signing this contract Choices is not responsible if my ovum donor cycle is canceled by the doctor in charge or the Intended Parent(s) for any reason.

K. I \_\_\_\_\_ understand that I will receive a gift of \$5,000.00. I will receive my ovum gift within one week of the ovum retrieval.

L. I \_\_\_\_\_ understand that if I follow all medical protocol according to doctor in charge of the ovum donor cycle and that doctor or the Intended Parent(s) cancel the cycle for any reason, the Intended Parent(s) agrees to the following gift structure:

- 1) If I have started the medical, psychological or other screening requirements or have meet with the doctor in charge of the ovum donor cycle I shall be given \$200.00.
- 2) If the doctor in charge of the cycle has put me on medication I shall be compensated \$100.00
- 3) If I have begun the inject-able fertility medication I will receive \$100.00 a day until the day the cycle is canceled.

M. I \_\_\_\_\_ understand that once I have signed and returned this agreement and I agree to start an ovum donor cycle with a specific Intended Parent(s) that I will be responsible to reimburse the Intended Parent(s) of the cost incurred if I should cancel the cycle for any reason, except for reasons that are out of my control. As this consultation is an opportunity for me to ask medical questions about my participation in the ovum donor cycle. If I am unsure after meeting with the doctor I will not allow the clinic to do any medical testing until I am sure. However if I should allow the clinic to do medical testing and then back out I will be responsible for any cost incurred for my initial consultation, any testing or travel.

N. I \_\_\_\_\_ have agreed that the Intended Parent(s) shall have ownership, custody and control of the retrieved ova and that the Intended Parent(s) may donate embryos to another person or destroyed without the donor's consent .

O. I \_\_\_\_\_ authorize the release of any evaluations, lab work, health related tests and/or any medical records pertaining to any ovum donor work up I have participated in. I give Choices the authority to distribute this information to any appropriate individuals.

P. I \_\_\_\_\_ understand and agree that Choices makes no evaluation or representation as to the competency of any professionals referrals made to me, including but not limited to: Psychologists, Therapist, Physicians, Attorneys or Agencies.

Q. I \_\_\_\_\_ understand that Choices is not responsible for any medical costs, damages, attorney's fees, judgments, court costs or any other expenses or losses, in relation to any legal action or claim that may come about from my participation in the ovum donor process.

R. I \_\_\_\_\_ understand that if any part of this agreement is considered to be void, unenforceable, or otherwise invalid by a court of competent jurisdiction that the remainder of terms will remain in effect and will not be disputed.

S. I \_\_\_\_\_ understand that the fertility clinic I am matched with will take out a ovum donor emergency medical insurance policy(to be paid for by the Intended Parent(s)) on me during the donation process). If medical complications should occur as a direct result of my ovum donation, the ovum donor insurance policy requires that medical cost be covered by my primary insurance first. Anything not covered by my primary insurance will be covered by the policy purchased by the Intended Parent(s). I

agree to give the medical facility providing me with care my primary insurance information should it become necessary.

T. I \_\_\_\_\_ understand that if I should experience medical complications from my ovum donation that I will be compensated \$75.00 per day for any such period of physical medical difficulty and will be limited to a maximum of ten (10) calendar days and limited to the first ten (10) days after the doctor in charge of the ovum donor cycle reports that there are medical complications.

The compensation goes as follows:

- 1) The doctor in charge of the ovum donor cycle must report that there are medical complications.
- 2) I will be compensated \$75.00 a day for the length of ten (10) calendar days.
- 3) I agree that this fee will only cover medical conditions, not psychological or emotional complications from my ovum donor cycle.

U. Initial what type of relationship you are willing to have with the Intended Parent(s) that may select you as their ovum donor.

1) Complete Anonymity. The Intended Parent(s) may know my first name only, see the photographs that I have supplied Choices with and review my Ovum Donor Questionnaire. \_\_\_\_\_

2) Partial Anonymity. I agree to meet with or talk with the Intended Parent(s) searching for an ovum donor; they may only know my first name. \_\_\_\_\_

3) Complete Disclosure. I agree to release my full name and social security number to the Intended Parent(s) searching for an ovum donor. \_\_\_\_\_

4) I will contact Choices if in the future if I should find that I have any genetic illness.

\_\_\_\_\_

5) If the child from my ovum donation should become ill the Intended Parent(s) of my ovum donation may contact me through Choices if there is need to, for the well being of the child. I shall remain anonymous because contact will be with Choices Donations.

\_\_\_\_\_

6) The Intended Parent(s) or the child that might have resulted from my ovum donation may contact me at any time in the future. I understand and agree that I have no obligations or rights of a child that might come from my ovum donation. \_\_\_\_\_

V. Ovum Donor and Choices agree to the following terms concerning arbitration to increase, reinforce and protect the privacy of Ovum Donor, Intended Parent(s) and any possible offspring, and to select final, binding, mandatory, private arbitration as the best, quickest, most private and most economical means of contesting and resolving any dispute, controversy, claim or disagreement arising out of or related to the Agreement or the ovum donor process.

W. Ovum Donor and Choices select the Uniform Parentage Act, and cases interpreting the Uniform Parentage Act, as the choice of law of the Ovum Donor, Choices and the Intended Parent(s) to the extent that the Uniform Parentage Act indicates that: a) the Ovum Donor has no interest or legal right in any retrieved ovum or child born as the

result of the ovum donor process; b) that only the woman who gives birth to the child can claim any maternal rights or other rights regarding any child born as a result of the ovum donor process; and c) that the law protects and enforces the respective rights of privacy of the Ovum Donor, Intended Parent(s) and any child born as the result of the ovum donor process.

X. To avoid, limit and control any dispute, controversy, claim or disagreement, to prevent lawsuits, to limit any right to go to court, to avoid costly and extended disputes, and to quickly and privately resolve every dispute, controversy, claim and disagreement arising out of or related to the Agreement and the ovum donor process, the Ovum Donor and Choices select final, binding, mandatory, private arbitration as the only method of disputing and resolving every claim, controversy, dispute or disagreement.

Y. To resolve and decide all claims, controversies, disputes and disagreements by final, binding, mandatory, private arbitration, Ovum Donor and Choices agree that any arbitration will be conducted by a single arbitrator, to be conducted privately in Massachusetts, and to be governed by Massachusetts law (including the Uniform Parentage Act).

Z. In the event arbitration is necessary, Ovum Donor and Choices agree to select a single arbitrator by mutual agreement, and if the Ovum Donor and Choices are unable to select a single, mutually acceptable arbitrator, then either party may petition the Presiding Justice of the Massachusetts Superior Court for appointment of a single arbitrator, as provided by MA. Gen. Laws, and thereafter, both parties shall accept and comply with the rulings and award of the arbitrator so selected or appointed.

AA. If any arbitration is necessary, the arbitration shall be conducted privately and according to the most recently issued Commercial Arbitration Rules of the American Arbitration Association, and the selected or appointed arbitrator shall have all powers assigned to arbitrators by the Massachusetts Arbitration Act, MA Gen Laws, and the Commercial Arbitration Rules of the American Arbitration Association.

BB. The arbitrator shall be required to conduct the arbitration and to interpret all applicable laws, agreements and rules in a manner that will best protect, maintain and enforce the privacy of all parties, to keep secret the full names and identities of the Ovum Donor and the Intended Parent(s) and to keep all information and the arbitration award strictly private and confidential to the fullest extent that the arbitrator deems possible, just and proper.

CC. Ovum Donor and Choices agree to pay equal half shares of the costs of the arbitration, as such costs become due and payable. It is anticipated that the only cost of arbitration will be the fees charged by the arbitrator, the most economical dispute resolution process known to the parties. In the event that either party is unable to pay the cost(s) of arbitration, as such costs become due and payable, then the other party may choose to pay the entire cost of the arbitration. As part of the arbitration award, the arbitrator shall have the power to require the loser to reimburse the winner the arbitrator's

fees paid by the winner, with the arbitrator retaining sole discretion to determine whether or not the award of arbitrator's fees is just, reasonable and proper.

DD. The arbitrator shall have no power to award any attorneys' fees (or other costs apart from the arbitrator's fees) incurred by any party with respect to preparations for or efforts related to arbitration. However, if either party refuses to arbitrate, and is required to do so by court order, the court or arbitrator shall require the party refusing to arbitrate to pay the actual and reasonable attorneys fees and court costs incurred by the party that secures the court order requiring the other party to comply with the arbitration terms of this agreement.

EE. Ovum Donor and Choices acknowledge and agree that Intended(s) and Choices are signatories to and are bound by an agreement that includes the same arbitration terms and provisions as set forth in this Amendment requiring final, binding, mandatory, private arbitration.

FF. Ovum Donor and Choices acknowledge and agree that any appointed arbitrator or any arbitrator selected by Ovum Donor and Choices or any arbitrator selected by Intended Parent(s) and Choices shall have the discretion and power, upon request, to join, combine or consolidate one or more arbitration(s) and/or to require the participation, testimony, evidence, joinder, combination or consolidation of Ovum Donor, Choices and/or Intended Parent(s) or any disputes, controversies or claims, in a single final, binding, mandatory, private arbitration, as the arbitrator may deem just and proper. In any such instance, Choices and the arbitrator will conduct all proceedings and manage all communications in such a way as to maintain the privacy and anonymity of both Ovum Donor and Intended Parent(s). Ovum Donor and Intended Parent(s) remain contractually obligated to maintain the privacy and anonymity of Ovum Donor, Intended Parent (s) and any child born as the result of the ovum donor process.

GG. If any part of the Agreement or this Amendment to the Agreement is considered to be void, unenforceable, or otherwise invalid, Ovum Donor and Choices agree that all remaining terms will remain in full force and effect and will not be disputed or affected.

HH. The Agreement, this Amendment to the Agreement, and the parties' agreement to arbitrate shall be governed by and construed according to the laws of the state of Massachusetts.

I have read and fully understand the above clauses. I have initialed the clauses that I agree with. I shall notify Choices in writing should I decide to change my level of disclosure with the Intended Parent(s) as indicated in this agreement.

I \_\_\_\_\_, dated today, \_\_\_\_\_  
(Print full legal name here)

hereby testify that I have read, agree and fully understand every stipulation in this contract.

**OVUM DONOR SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

**Choices Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

**Ovum Donor ID#:** \_\_\_\_\_

Rochester, MA 02770  
508-763-1710  
www.choicesdonations.com