

**MANHATTAN CRYOBANK INC.**

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**AGREEMENT FOR PURCHASE OF DONOR SPERM**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ and, if applicable \_\_\_\_\_ (hereinafter “RECIPIENT or “COUPLE”) and (CCB-MCB LLC.) (hereinafter “Manhattan CryoBank”), who may also be referred to herein as the “PARTIES.”

**RECITALS**

RECIPIENT (or COUPLE) is a — Single woman — Domestic Partner — Married Spouse

WHEREAS, it is the desire of RECIPIENT (or COUPLE) to conceive a child by means of a reproductive procedure with the use of a Sperm Donor; and

WHEREAS, Manhattan CryoBank is duly licensed and qualified to perform the cryopreservation and banking of human spermatozoa and reproductive procedures; and

WHEREAS, the PARTIES hereto intend to fully protect each other and any child(ren) who may be born to RECIPIENT (or COUPLE) as a result of the reproductive procedure performed.

NOW, THEREFORE, in consideration of the promises of each other and for value received, the PARTIES acknowledge and agree as follows:

**AGREEMENT**

1. RECIPIENT (or COUPLE) acknowledges and agrees that she has discussed the objective and method of the reproductive procedure to be performed with her own health care practitioner. RECIPIENT (or COUPLE) further acknowledges that she has had an opportunity to pose any medical questions she might have in connection with the services to be provided to her personally and with respect to the reproductive procedure in general.
2. RECIPIENT (or COUPLE) acknowledges and agrees that she has personally spoken with a representative at MANHATTAN CRYOBANK, and truthfully set forth her reasons for choosing to participate in a reproductive procedure, using sperm donated by a Program donor at Manhattan CryoBank.
3. RECIPIENT represents that she has provided a complete and accurate medical history to her clinician, and understand that they have relied upon this information in advising RECIPIENT (or COUPLE) pursuant to paragraph one (1) above.
4. Manhattan CryoBank acknowledges that they have performed a complete and thorough screening of the donor(s) for inheritable birth defects, inheritable serious illnesses that could be fatal, life threatening, or could result in permanent impairment of a body function or permanent damage to a body structure and for infectious diseases and, further, that they have found no evidence of such inheritable birth defects, serious illness or infectious diseases in the donor(s) whose semen will be used in the RECIPIENT ‘s reproductive procedure.
5. RECIPIENT (or COUPLE) acknowledges and agrees that she understands the medical tests performed in the screening of donors are not always one hundred percent accurate. RECIPIENT (or COUPLE) further acknowledges and agrees that she understands that it is not possible to pre-test a donor for each and every disease, illness, condition or birth defect that may potentially affect the health of the child born as a result of using the donor’s sperm.
6. RECIPIENT (or COUPLE) further acknowledges and agrees that MANHATTAN CRYOBANK has made available and RECIPIENT (or COUPLE) has had an opportunity to review the pertinent personal and family medical history of any donor(s) whose sperm she might choose to use in a reproductive procedure and she understands by such disclosure any related risks that may potentially affect the health of the child born as a result of using the donor’s sperm.

\_\_\_\_\_ CLIENT INITIALS REQUIRED

With this knowledge:

**RECIPIENT (or COUPLE) DOES HEREBY FOREVER RELEASE AND ABSOLVE MANHATTAN CRYOBANK, AND ANY OF ITS HEALTH CARE PRACTITIONERS, FROM ANY AND ALL RESPONSIBILITY OR LIABILITY WHATSOEVER, FOR ANY RESULTING INFECTIOUS DISEASE IN THE RECIPIENT OR IN ANY FETUS/CHILD CONCEIVED AS A RESULT OF A REPRODUCTIVE PROCEDURE PERFORMED UPON RECIPIENT PURSUANT TO THE TERMS OF THIS AGREEMENT. RECIPIENT (or COUPLE) FURTHER RELEASES AND ABSOLVES MANHATTAN CRYOBANK, AND ANY OF ITS PRACTITIONERS, FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY BIRTH DEFECT OR SERIOUS ILLNESS IN A CHILD CONCEIVED PURSUANT TO THE TERMS OF THIS AGREEMENT.**

7. RECIPIENT (or COUPLE) acknowledges and agrees that she understands that MANHATTAN CRYOBANK cannot select or determine, and is not responsible for, the physical characteristics and/or sex of a child(ren) conceived as a result of a reproductive procedure with donor sperm

With this knowledge:

**RECIPIENT (or COUPLE) DOES HEREBY RELEASE AND ABSOLVE MANHATTAN CRYOBANK, AND ANY OF ITS HEALTH CARE PRACTITIONERS, FROM ANY AND ALL RESPONSIBILITY WHATSOEVER IN CONNECTION WITH PHYSICAL AND/OR MENTAL CHARACTERISTICS OF A CHILD(REN) CONCEIVED AS A RESULT OF THE REPRODUCTIVE PROCEDURE, INCLUDING, BUT NOT LIMITED TO, BIRTH DEFECTS.**

8. RECIPIENT (or COUPLE) acknowledges and agrees that, by signing this agreement, she has absolved and released MANHATTAN CRYOBANK, and its health care practitioners, from any responsibility or liability for any complications, both physical and mental, that may occur as a result of a reproductive procedure with donor sperm, not resulting from negligence or malpractice.
9. RECIPIENT (or COUPLE) acknowledges and agrees that she specifically chose to undergo a reproductive procedure by an unknown donor. RECIPIENT (or COUPLE) further acknowledges that the identity of any donor will not be revealed to her, and that neither she nor any child born as a result of the reproductive procedure will have any claim against the donor whatsoever. RECIPIENT (or COUPLE) understands and agrees that, from the moment of conception, RECIPIENT (or COUPLE) shall accept all legal and moral responsibility for any child born through the reproductive procedure.
10. MANHATTAN CRYOBANK agrees that, if RECIPIENT (or COUPLE) selects and conceives from a donor who is currently willing to be known to a child conceived from his sperm, MANHATTAN CRYOBANK will release a donor's identifying information *only to the child* and only after the child has reached the age of 21 years. A donor's identifying information is limited to donor's full name, date of birth, last known address, phone number and email address. MANHATTAN CRYOBANK has the right to amend donor's identifying information, as MANHATTAN CRYOBANK deems appropriate for donor privacy.
11. RECIPIENT (or COUPLE) fully understands that MANHATTAN CRYOBANK must rely solely upon the donor's representation that he will be later known and upon the donor's willingness to keep MANHATTAN CRYOBANK informed of any subsequent name change or change in his last known address. MANHATTAN CRYOBANK does not have the ability to monitor the accuracy of information provided by the donor, and therefore makes no representation with respect to its ability to actually locate and contact a specific donor at some future time. While RECIPIENT (or COUPLE) may have requested the use of a "ID disclosure" donor, she hereby acknowledges that no guarantees have been made to make actual contact with the donor at some future time. RECIPIENT (or COUPLE), therefore, hereby releases MANHATTAN CRYOBANK from any responsibility and/or liability that might result from an inability to locate and contact a specific donor in the future or by a donor's breach of his prior agreement to be known.
12. RECIPIENT (or COUPLE) acknowledges and agrees that she understands that MANHATTAN CRYOBANK can never be held financially responsible for the upbringing, education, medical care, or general welfare of any child conceived as a result of a reproductive procedure using donor sperm. RECIPIENT (or COUPLE) further agrees that she will never institute any proceeding or claim against MANHATTAN CRYOBANK for any costs connected to the raising of any child conceived through the reproductive procedure.

\_\_\_\_\_ CLIENT INITIALS REQUIRED

13. MANHATTAN CRYOBANK has explained to the RECIPIENT (or COUPLE) that the reproductive procedure may be unsuccessful and that a child may not be born as a result of this procedure. RECIPIENT (or COUPLE) acknowledges and agrees that the sole obligation for which she holds MANHATTAN CRYOBANK, or any of its health care practitioners, responsible is a good faith effort to induce pregnancy through RECIPIENT's use of donor sperm. RECIPIENT (or COUPLE) acknowledges and agrees to accept full financial responsibility, and to pay in full all quoted charges for the items rendered by MANHATTAN CRYOBANK, including semen specimens, and storage of sperm, regardless of whether or not pregnancy or childbirth result.
14. MANHATTAN CRYOBANK wants to avoid being a third party to any future litigation relating to the relationships between the following parties:
- RECIPIENT (OR COUPLE) and donor;
  - Child and donor; and
  - Child and RECIPIENT (or COUPLE).
  - RECIPIENT (or COUPLE) acknowledges and agrees that she shall indemnify, defend, and hold harmless MANHATTAN CRYOBANK in any litigation between RECIPIENT (or COUPLE) and donor, child and donor, or child and RECIPIENT (or COUPLE).
15. MANHATTAN CRYOBANK has explained to RECIPIENT (or COUPLE) that MANHATTAN CRYOBANK is required by tissue banking regulations to keep and maintain records of the outcome of each reproductive procedure, including: failure to conceive, each pregnancy, birth, miscarriage, or other pregnancy outcome.

With this knowledge:

**RECIPIENT (or COUPLE) AGREES TO NOTIFY MANHATTAN CRYOBANK OF THE OUTCOME FROM EACH AND EVERY REPRODUCTIVE PROCEDURE, INCLUDING EACH AND EVERY PREGNANCY, BIRTH, MISCARRIAGE, OR OTHER OUTCOME(S) FROM PREGNANCY. RECIPIENT (or COUPLE) FURTHER UNDERSTANDS AND AGREES THAT SHE WILL NOT USE SPERM FROM MORE THAN ONE DONOR FOR A REPRODUCTIVE PROCEDURE IN ANY SAME REPRODUCTIVE CYCLE.**

16. **RECIPIENT (or COUPLE)** agrees and understands that, pursuant to paragraph number fifteen; semen specimens obtained from MANHATTAN CRYOBANK are for her personal use only.

With this knowledge:

**RECIPIENT (or COUPLE) UNDERSTANDS AND AGREES THAT ANY SPERM SOLD OR DISTRIBUTED TO RECIPIENT (or COUPLE) MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER RECIPIENT (OR COUPLE), INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT EXPRESS, WRITTEN CONSENT OF MANHATTAN CRYOBANK. RECIPIENT (or COUPLE) FURTHER UNDERSTANDS AND AGREES THAT, ANY USE OF MANHATTAN CRYOBANK DONOR SPERM *WITH MANHATTAN CRYOBANK'S CONSENT* REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT FOR ANY ADDITIONAL RECIPIENT.**

17. RECIPIENT (or COUPLE) understands and agrees that pursuant to paragraph number fifteen, above, any embryos made as a result of a reproductive procedure, including In-vitro fertilization, using sperm of a MANHATTAN CRYOBANK donor are for her personal use only

With this knowledge:

**RECIPIENT (or COUPLE) AGREES THAT ANY EMBRYOS MADE AS A RESULT OF A REPRODUCTIVE PROCEDURE USING SPERM OF A MANHATTAN CRYOBANK DONOR MAY NOT BE DONATED OR TRANSFERRED TO ANOTHER RECIPIENT (OR COUPLE), INCLUDING RECIPIENT'S SEXUALLY INTIMATE PARTNER WITHOUT EXPRESS, WRITTEN CONSENT OF MANHATTAN CRYOBANK.**

**RECIPIENT (or COUPLE) FURTHER UNDERSTANDS AND AGREES THAT, ANY DONATION OF EMBRYO(S) *WITH MANHATTAN CRYOBANK'S CONSENT* REQUIRES A SEPARATE, SIGNED AND LEGALLY EXECUTED AGREEMENT WITH THE RECIPIENT OF ANY SUCH EMBRYO(S).**

\_\_\_\_\_ CLIENT INITIALS REQUIRED

18. MANHATTAN CRYOBANK has explained to RECIPIENT (or COUPLE) and RECIPIENT (or COUPLE) understands that MANHATTAN CRYOBANK is required by tissue banking regulations to keep and maintain all RECIPIENT records for a period of at least seven (7) years after the release of semen for a reproductive procedure not resulting in a live birth and for twenty-five (25) years after the release of semen for a reproductive procedure known to have resulted in a live birth.
19. MANHATTAN CRYOBANK promises that RECIPIENT'S name, address, and any other information which would directly or indirectly identify the RECIPIENT (or COUPLE) shall not be disclosed or released by MANHATTAN CRYOBANK to any person or entity, except upon the written consent of the RECIPIENT (or COUPLE), or except to authorized employees of MANHATTAN CRYOBANK, or as required by law. RECIPIENT records are kept confidential in a locked file to which only authorized personnel have access.
20. RECIPIENT (or COUPLE) acknowledges and agrees that she has the right, and has had the opportunity, to seek independent legal counsel with regard to the provisions of this Agreement and its execution.
21. RECIPIENT (or COUPLE) acknowledges and agrees that she signed this Agreement voluntarily and freely, of her own choice, without any coercion, duress or undue influence of any kind whatsoever.
22. This Agreement contains the entire understanding of the PARTIES. There are no promises, understandings, agreements or representations between the PARTIES other than those expressly stated in this Agreement.
23. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and in no way shall be impaired or invalidated.
24. In the event either Party brings a lawsuit to enforce the terms of this Agreement, the PARTIES acknowledge and agree those attorneys' fees and costs shall be awarded to the prevailing Party. It is the intention of the PARTIES that, regardless of the size of any judgment, the prevailing Party is to be fully compensated for all attorney's fees and costs that were incurred in good faith.
25. The PARTIES acknowledge and agree that the nature and terms of this Agreement shall remain confidential and that the original of the Agreement will be retained by MANHATTAN CRYOBANK in a confidential file.
26. **Arbitration:** All claims and disputes between or among the parties relating in any way to this agreement or its negotiable performance, interpretation, validity or breach, or to any other rights, duties whether or not arising under this agreement, shall be settled by final and binding arbitration in accordance with the then current Commercial Arbitration Rules of JAMS. Demand for arbitration shall be made within six (6) months after the dispute in question has arisen or be forever barred. The arbitration shall take place in New York, NY, before a single neutral arbitrator from the JAMS panel. Judgment on the award rendered by the arbitrator may be entered in any court in the City and County of New York. This Agreement shall be interpreted in accordance with New York law, excluding conflict of law principles.

IN WITNESS WHEREOF, the PARTIES hereunto have executed this Agreement on the date noted above.

\_\_\_\_\_  
Printed Name of RECIPIENT

\_\_\_\_\_  
Signature of RECIPIENT

\_\_\_\_\_  
Printed Name of Partner or Spouse

\_\_\_\_\_  
Signature of Partner or Spouse

\_\_\_\_\_  
Name/Signature of Manhattan CryoBank's Representative