



## **Embryo Recipient Contract**

### **Embryo Donor Identity Disclosure Program**

I/We, \_\_\_\_\_ (Embryo Recipient Name), and  
 \_\_\_\_\_ (Partner Name, should one exist), (hereafter referred to as “EMBRYO RECIPIENTS”) and Embryo Donation International, P.L. (hereafter referred to as “EDI”) hereby enter into this Embryo Donor Identity Disclosure Program (hereafter referred to as “IDP”) Agreement (hereafter referred to as the “AGREEMENT”). I/we understand that I/we have chosen an Embryo Donor # \_\_\_\_\_ (hereafter referred to as “DONORS”) who has likewise agreed to participate in the IDP.

The Donors have agreed to have their identity revealed to us when the Donor-Conceived Offspring (hereafter referred to as “DCO”) is/are the following age (Choose only one which MUST match the one chosen by the DONORS):

- |  |                 |                 |
|--|-----------------|-----------------|
| <input type="checkbox"/> When the DCO is <i>any age</i>                  | Initials: _____ | Initials: _____ |
| <input type="checkbox"/> When the DCO is <i>six or more years of age</i> | Initials: _____ | Initials: _____ |
| <input type="checkbox"/> When the DCO is <i>12 or more years of age</i>  | Initials: _____ | Initials: _____ |
| <input type="checkbox"/> When the DCO is <i>18 or more years of age</i>  | Initials: _____ | Initials: _____ |

If the DCO is less than 18 years of age, all information regarding the DONORS will be provided to the EMBRYO RECIPIENTS. If the DCO is 18 years of age or older, all information regarding the DONORS will be provided directly to the DCO.

I/We agree that a request for identifying information will be made in writing using the *Embryo Donor Identity Disclosure Request Form* or some similar document as provided by EDI.

### **Keep and Hold in Confidence:**

I/We agree that the DONOR’S contact information will be kept in strict confidence, not published, publicized, sold or disclosed without the express permission of the DONORS. I/We understand that

any breach of this AGREEMENT would cause immediate and irrevocable harm to the DONORS and would be the basis of EDI or the DONORS obtaining immediate injunction and subject us and the DCO to potential litigation and the award of damages to the offended parties.

### **The DONORS Will Not Have A Legal Relationship with the DCO:**

I/We understand and agree that the DONORS will have no legal relationship, rights or obligations to any child or children born using the donated embryos. I/We agree to never seek, claim or otherwise in any way attempt to establish any legal relationship, rights or obligations of the DONORS.

While I/we understand that different states, provinces and/or countries have different laws regarding parentage, the DONORS will be under no legal obligation to support children created through the embryo donation process. This includes no legal right to custody, visitation, or inheritance from the estate of such children and no such children shall have any inheritance rights to the estates of the DONORS.

I/We understand that embryo donation is a relatively new, developing and emerging area of the law. Should any subsequent laws be established affecting the transfer of donated embryos or contact between the parties, it is the intention of the parties that such laws not supersede or alter the terms of this AGREEMENT.

### **Registration of the DCO:**

Upon the delivery of my/our DCO, I/we agree to register the birth with EDI within three months of delivery. This is necessary so that EDI will be able to identify us, the recipient(s), and/or the DCO when there is a request for the embryo donor identifying information potentially many years in the future. *I/we am/are aware that failure to register all children delivered via an embryo donation procedure with EDI may make me/us and/or the DCO ineligible to receive identifying information regarding the embryo donors.*

### **We Release and Hold EDI Harmless:**

EDI's Identity Disclosure Program was designed to allow donors and donor-conceived offspring to somehow connect when desired by both parties. EDI will be held harmless, not necessarily limited to but commonly under the following circumstances:

1. The embryo donors do not maintain contact after the donation
2. The embryo donors decide to not connect with the donor
3. The embryo donor is never found or doesn't survive
4. Any emotional harm or trauma that could occur because of connecting to the embryo donor and/or their family, which is not necessarily limited to the EMBRYO DONORS, EMBRYO RECIPIENTS and the DCO or any other affected parties.

I/We acknowledge and agree that EDI is not responsible for locating, updating or otherwise obtaining new contact information about the EMBRYO DONORS and that the responsibility to provide accurate contact information rests solely on the EMBRYO DONORS. We are aware that contact between the EMBRYO DONORS and the EMBRYO RECIPIENTS/DCO may not be established in spite of the efforts of all parties involved due to the fact that the EMBRYO DONORS cannot be located or they refuse to communicate with EDI, the EMBRYO RECIPIENTS or the DCO.

No record collection system is not without risk for loss. Paper records can be destroyed in flood or fire and electronic records can be also be destroyed by natural and even unnatural disasters. Therefore, an *absolute guarantee* of providing the identifying information to you or the adult DCO cannot be given. Still, EDI does commit to providing you or the adult DCO, to the best of our ability, our most up-to-date identifying information about the embryo donors.

I/We and, on behalf of the DCO, or their heirs, have now or may have in the future, irrevocably and unconditionally agree to release and hold harmless EDI and its past, present or future employees any and all claims, actions, liabilities, charges, costs demands, debts, obligations and expenses, including reasonable attorneys' fees and other legal expenses, regarding any component of the IDP. I/We agree and, as the legal parents of any DCO, will refrain from bringing any legal or equitable action against EDI for any reason related to the IDP.

### Legal Advice:

I/We have had adequate opportunity to seek and obtain independent legal counsel and advice concerning the terms of this AGREEMENT.

This AGREEMENT shall be binding upon myself/ourselves and my/our DCO, heirs, executors or administrators. If any segment of this AGREEMENT is deemed as unenforceable, all remaining segments this AGREEMENT will be construed as enforceable.

This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

_____	_____	___/___/___
Woman's Signature	Woman's Name (print)	Date
_____	_____	___/___/___
Partner's Signature	Partner's Name (print)	Date
_____	_____	___/___/___
EDI Coordinator's Signature	EDI Coordinator's Name (print)	Date
_____	_____	___/___/___
Physician's Signature	Physician's Name (print)	Date

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Initials:	Date:
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