



## IDP Embryo Donor Contract

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

I/We agree to at least one contact with the embryo recipients and/or the Donor-Conceived Offspring (hereafter referred to as the “DCO”) when the DCO is the following age (only choose one):

When the DCO is any age	Initials: _____	Initials: _____
When the DCO is six or more years of age	Initials: _____	Initials: _____
When the DCO is 12 or more years of age	Initials: _____	Initials: _____
When the DCO is 18 or more years of age	Initials: _____	Initials: _____

***(You must choose only one and please initial)***

The initial contact will be facilitated by EDI and may be in the form of a written letter or email, telephone conversation, text, video, meeting in person or other forms of communication that will be available when the request is made.

I/We further agree that EDI will furnish identifying information, when the DCO has reached the above agreed to age, about us including, but not necessarily limited to the following:

- Donors names
- Last address
- Telephone numbers
- Email address
- Dates of births

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.

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

I/We agree that the EMBRYO RECIPIENT's and DCO's information that we might learn upon contact will be kept in strict confidence, not published, publicized, sold or disclosed without the express written permission of the parties. I/We understand that any breach of this AGREEMENT would cause immediate and irrevocable harm to the EMBRYO RECIPIENT's and the DCO's and would be the basis of EDI or the EMBRYO RECIPIENT's and/or DCO's obtaining immediate injunction and subject us to potential litigation and the award of damages, attorney fees and costs to the offended parties.

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

I/We understand and agree that we will have no legal relationship, rights or obligations to any child or children born using our 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 DCO's.

While I/we understand that different states, provinces and/or countries have different laws regarding parentage, we will be under no legal obligation to support children or otherwise be responsible for the welfare of any 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 our estates.

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.

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

EDI's Identity Disclosure Program was designed to allow EMBRYO DONORS and the DCO to possibly connect when desired by both parties. EDI will be held harmless for circumstances, which may include, but are not limited to, the following:

1. I/We do not maintain contact with EDI after the donation
2. I/We 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 DCO and/or their family, which is not necessarily limited to the EMBRYO RECIPIENTS and the DCO as well as any other affected parties.

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

IDP, Embryo Donor Contract (cont.)

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

I/We 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 EMBRYO DONORS, will not bring 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, heirs, executors or administrators. If any portion of this AGREEMENT is deemed as unenforceable, all remaining portions of this AGREEMENT shall remain in full force and effect.

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

Initials:	Date:
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