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MODEL KNOWN DONOR AGREEMENT

For Never-Married Intended Parents in Massachusetts

This Known Donor Agreement (hereinafter "the Agreement") is entered into this ____ day of _____, _____, by and between Sasha Hernandez and Alicia Jones, of Anytown, Massachusetts (hereinafter "Sasha and Alicia" or "intended parents") and Eric Smith of Anytown, Massachusetts (hereinafter "Eric" or "the Donor"). The intended parents and donor may also be referred to together as "the parties."

Statement of facts:

WHEREAS, Sasha and Alicia wish to have and raise a child or children; and

WHEREAS, Sasha and Alicia have the financial resources to support and provide for a child or children; and

WHEREAS, Sasha and Alicia are a committed, unmarried couple who have been in a committed relationship for ____ years; and

WHEREAS, Sasha and Alicia desire to have children together through insemination, that they both planned together to have children, that they both consent to Alicia's insemination, that they both intend to be legal parents to any resulting child or children, and that they intend to hold any resulting children out as their own; and

WHEREAS, Eric is a single man; and

WHEREAS, Eric has agreed to donate sperm for the purpose of insemination, so that Sasha and Alicia may have and raise a child or children; and

WHEREAS, Eric seeks to donate sperm to help Sasha and Alicia create a family and that Eric has no intent to be a parent and has no intent to assume any of the rights and responsibilities of parentage; and

WHEREAS, Eric believes that Sasha and Alicia are good and fit people to raise a child or children and that Sasha and Alicia intend on being the exclusive legal and custodial parents; and

WHEREAS, the parties acknowledge that the parties are friends that Eric is not a holding out parent pursuant to G. L. c. 209C, §6; and

WHEREAS, Sasha and Alicia have been fully apprised of Eric's health and genetic

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history; and

WHEREAS, the parties acknowledge that Alicia is currently pregnant as a result of an insemination procedure using Eric's sperm, that Sasha and Alicia both consented to the insemination of Alicia using Eric's donor sperm, and Alicia is due to give birth on or about _____; and

WHEREAS, the parties acknowledge and agree that the child(ren) were conceived via insemination (also known as artificial or alternative insemination) and not via sexual intercourse.

NOW, in consideration of the above, and in consideration of the mutual promises contained in this Agreement, the parties, intending to be legally bound, do hereby agree as follows:

General Terms

1. The parties enter this Agreement with all the seriousness due a fully binding contract. It is each party's intention to be bound by the terms of this Agreement, despite their understanding that there may be legal questions raised by the issues involved in this Agreement that have not been settled by statute or prior court decisions and that, despite their mutual intent, there is no guarantee that this Agreement will be enforced by a court.

Purpose of this Agreement

2. Each party has executed this Agreement with the purpose of clarifying her or his intent regarding parentage of children born pursuant to this Agreement: that the children's intended legal parents are Alicia and Sasha and that Eric is not a legal parent.
3. Each party clarifies that it is his or her intent to release and relinquish any and all rights she or he may have to bring a suit to establish the paternity of Eric relating to any child(ren) conceived through the procedure of alternative insemination. Consistent with that purpose, Eric hereby expressly agrees to never assert or attempt to assert parental rights in connection with the insemination, conception, gestation, delivery, birth or care and rearing of the child(ren), acknowledging that it is the essence of this Agreement that Alicia and Sasha will never seek support or any other financial assistance from Eric or to

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attempt to place or place any parental responsibilities on Eric.

4. Consistent with the above-stated purpose of this Agreement, Alicia and Sasha hereby expressly agree to never attempt to impose or to impose parental rights and/or responsibilities on and never to seek child support or any support from Eric in connection with the insemination, conception, gestation, delivery, birth or care and rearing of the child(ren), acknowledging that it is the essence of this Agreement that Eric will assert no parental rights and will incur no parental responsibilities.

Provision of Sperm

5. Eric agreed to provide his sperm to Sasha and Alicia for the purpose of the alternative insemination of Alicia, to enable her to give birth to a child or children. Each party expressly agrees that such child(ren) shall be raised by Alicia and Sasha who will be the child(ren)'s only legal parents.
6. The parties agree that Eric's donation of sperm was, and is intended to be, altruistic.
7. The parties acknowledge and agree that Eric has provided sperm through donation directly to Alicia and Sasha and that his donor sperm was the only sperm that Alicia and Sasha utilized in Alicia's insemination.
8. The parties further acknowledge that the child(ren) conceived via alternative insemination and not through via sexual intercourse.
9. Eric has undergone a thorough medical examination which included, but not be limited to HIV screening, a complete screening for sexually transmitted diseases, genetic testing and any other tests requested by Alicia and Sasha and/or recommended by his health care provider. Eric agrees that Alicia and Sasha shall have access to the results of his medical information, if they so request and for the purpose of medical treatment of any children resulting from this Agreement. Eric agrees to undergo further testing at the request of Alicia and Sasha. Alicia and Sasha have paid for and shall continue to pay for any uninsured costs associated with medical examinations and any future testing necessary

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for the purpose of alternative insemination.

10. Alicia and Sasha acknowledge that in entering into this Agreement they have assumed the risk that Eric may have unknown or undiscovered health or genetic factors that may affect the health of the child(ren) or Alicia. Alicia and Sasha further waive any and all rights or claims to sue or hold Eric responsible for any congenital or acquired diseases which this procedure may cause for Alicia or any child(ren) that results from this procedure.
11. Eric agrees to provide medical information at any time in the future in the event that Alicia and Sasha determine that such information is needed in order to assist in the medical treatment or diagnosis for the child(ren).

Pregnancy and Birth

12. It is understood and agreed to by all parties that Alicia shall make all medical decisions about the pregnancy and birth of any child(ren) conceived as a result of this insemination;
13. It is understood and agreed to by all parties that Alicia and Sasha shall make all financial and personal decisions about the pregnancy and birth of any child(ren) conceived as a result of this insemination;
14. It is understood and agreed to by all parties that Eric shall have no parental responsibility, legally, financially, emotionally or otherwise, during any pregnancy that results from this insemination; and
15. It is understood and agreed to by all parties that Alicia and Sasha shall be solely responsible for all costs related to the pregnancy and delivery of any child(ren) conceived as a result of this insemination.

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Parental Rights and Financial Responsibility Upon Birth of the Child(ren)

16. Each party acknowledges and agrees that Eric provided his sperm for the purpose of said alternative inseminations and that he does so with clear understanding that he will not demand, request, or compel any custody or visitation rights with any child(ren) resulting from the alternative insemination procedure. Further, Eric acknowledges that he fully understands that he will have no parental rights whatsoever with said child(ren).
17. Each party acknowledges and agrees that Alicia and Sasha, through this Agreement, have relinquished any and all rights that they might otherwise have to hold Eric legally, financially, or emotionally responsible for any child(ren) that result(s) from the alternative insemination procedure, and any costs relating to the pregnancy and delivery of the child(ren). The parties acknowledge that parents cannot bargain away a child's right to child support; however, the parties acknowledge that the child retains any and all rights to support from the intended parents, Alicia and Sasha.
18. The parties agree that Eric is a sperm donor and therefore is not a legal parent of any child(ren) resulting from this Agreement. See, e.g., Adoption of a Minor, 471 Mass. 373, 379-380 (2015). The parties agree that Eric's genetic tie to any child(ren) resulting from this Agreement shall not serve as the basis for any claim of parental rights and shall not rebut the presumption of Sasha's legal parentage.
19. Alicia and Sasha's mutual intent is to be the child(ren)'s sole legal parents. Alicia and Sasha have planned together, with mutual acknowledgment, participation and consent, to create a family through the alternative insemination of Alicia with donor sperm with the intent that they would both be parents. As such, any resulting children are born to them both. Further, Alicia and Sasha intend to receive the child into their mutual home and openly hold the child out as their child. They therefore agree that Sasha is a presumed parent under G. L. c. 209C, §6, and as outlined in Partanen v. Gallagher, 475 Mass. 632 (2016).
20. The parties agree that Eric shall not be named on the child(ren)'s birth certificate and acknowledge that they understand that Alicia and Sasha's mutual intent is that Alicia and Sasha will be the sole legal parents, whether through a Voluntary Acknowledgment

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of Parentage (“VAP”) or a Decree of Adoption. Following either an executed VAP and/or the entry of a decree of adoption, the parties intend that the birth certificate shall reflect that Alicia and Sasha are the child(ren)'s legal parents.

21. It is understood and agreed to by all parties that Alicia and Sasha intend to secure their equal legal parentage, either through the VAP process or through a joint Petition for Adoption in order to provide Alicia, Sasha and the child(ren) the protection of the legal rights and responsibilities such a VAP or adoption or other court decree or judgment would secure. At such time as Alicia and Sasha move forward with either of these processes, Eric agrees to cooperate in establishing the joint parentage of Alicia and Sasha, whether that be through execution of a denial of paternity, an adoption surrender, or any other form waiving all parental rights and responsibilities, as well as any other documents necessary to effectuate the VAP or adoption by Alicia and Sasha. Eric further agrees not to contest any such VAP or adoption petition. All parties understand that the effect of the execution of a VAP or the entry of an adoption decree permanently terminates any possible legal relationship between Eric and the child or children. All parties understand that execution of a Consent to Adoption (commonly known as a "surrender") is final and irrevocable. G. L. c. 210, §2.

Name

22. Each party acknowledges and agrees that the sole authority to name any child(ren) resulting from this insemination procedure shall rest with Alicia and Sasha.

Guardianship and Custody

23. Each party acknowledges and agrees that, in light of the expectations of each party as stated throughout this Agreement, Alicia and Sasha shall have absolute authority and power to appoint a guardian for the child(ren), and that any such guardian may act with sole discretion as to all legal, financial, medical, and emotional needs of said child(ren) without any involvement with or demands of authority from Eric.
24. Each party covenants and agrees that this Agreement applies, notwithstanding the death of Alicia and/or Sasha.

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25. Eric agrees that he will respect the wishes of Alicia and Sasha with respect to custody and guardianship of the child(ren) as expressed in their respective wills or otherwise.

Access

26. In light of the friendship between the parties, it is anticipated that Eric may have contact with child(ren) born as a result of the alternative insemination procedure. Each party acknowledges and agrees that any future contact Eric may have with any child(ren) that result(s) from the alternative insemination procedure in no way alters the effect of this Agreement. Any such contact will be in the sole discretion of Alicia and Sasha but at all times in keeping with the intent of the parties that Alicia and Sasha will have sole legal authority to make all decisions and consistent with the intent of all parties that Eric is not a legal parent to the children.

27. The parties agree to keep one another informed of their mailing address and electronic mail address. Nothing in this Agreement shall be interpreted so as to preclude any party from changing their residence as they see fit.

Nomenclature and Confidentiality

28. The parties understand and agree that the child(ren) shall know Eric as a family friend.

29. The parties acknowledge and are open to the child(ren) knowing and understanding their genetic origins. Eric acknowledges his willingness to allow his identity to be made known to the child(ren) by Alicia and Sasha. The manner in which this information is to be shared with the child(ren), however, is at the sole discretion and in the sole control of Alicia and Sasha. Only Alicia and Sasha together have authority to make the decision as to whether to reveal the identity of the Donor to others, including but not limited to their extended family members. Only Eric shall have the authority to make the decision as to whether or not to reveal his identity to his immediate family members. Under no circumstances shall Eric tell the child his identity as the Donor nor shall Eric make any public announcement, including but not limited to on social media sites, about his identity as the child's donor.

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Dispute Resolution

30. Each party recognizes that the spirit of this Agreement is the mutual trust and respect each party has for one another, and in the spirit of that trust and respect, each party agrees to attempt in good faith to mediate any issues or disagreements that may arise between them. The parties agree to the following process regarding mediation of disputes:
- A. REQUEST FOR MEDIATION. In the event that after good faith efforts, the parties cannot agree to any interpretation, implementation or modification of this Agreement, then the parties agree to submit the matter to mediation with the cost of mediation to be shared by the parties in three equal shares. Any of the parties may request in writing that the parties participate in mediation.
 - B. SELECTION OF MEDIATOR. The mediator shall be a mutually agreeable impartial person with knowledge of and/or experience with the mediation of child-related disputes among “non-traditional” families.
 - C. MEDIATION PROCESS. Mediation with the agreed upon or selected mediator shall commence within two weeks of a written request. Unless they sooner reach agreement, the parties agree to attend a minimum of four sessions (with the mediator selected pursuant to Paragraph B of this Article) in an attempt to resolve their differences.

Legal Agreement

31. Each party acknowledges and agrees that the relinquishment of all rights, as stated above, is final and irrevocable. The parties further understand that the waivers contained herein shall prohibit action on the part of Eric to bring any action for paternity, custody, support, or visitation against Alicia and/or Sasha in any future situation, including the event of Alicia and Sasha’s disability or death. The parties further understand and agree that Alicia and Sasha are similarly prohibited from bringing any action against Eric to adjudicate paternity or to seek custody, support, or visitation or to impose any other

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parental rights and/or obligations.

32. The parties hereby declare that any act lawfully done by any person, agency or institution acting in good-faith reliance on this Agreement, shall be binding on each of the parties, their heirs, executors, administrators, legal and personal representatives and assigns, trustees, beneficiaries, legatees, and successors in interest and the parties hereby agree to indemnify and hold harmless any such person, agency or institution.
33. Each party agrees to execute, acknowledge and deliver any and all other documents which may become necessary in order to effectuate and enforce the provisions and intent of this Agreement, including but not limited to the VAP process or Adoption Surrender mentioned in Paragraph 20 above.
34. If any provision of this Agreement is found to be invalid or otherwise unenforceable, all remaining provisions shall nevertheless continue in full force and effect. This Agreement shall be construed according to the laws of the Commonwealth of Massachusetts.
35. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by all parties with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
36. Alicia and Sasha have been represented by _____ in the preparation of this Agreement. Eric has had the opportunity to be represented by counsel in the preparation of this Agreement. Alicia and Sasha agree to pay for Eric's legal fees associated with the preparation and negotiation of this Agreement up to \$500. All parties acknowledge that they have had the opportunity to review this Agreement prior to its execution, and each party acknowledges that the Agreement is fair and reasonable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence. The parties acknowledge that they have been furnished with all information relating to the relevant affairs of one another that has been requested by them.
37. This Agreement contains the full and entire understanding of the parties. There are no

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promises, understandings, agreements or representations between or among the parties other than those expressly stated in this Agreement.

38. This Agreement, consisting of _____ (1_) pages, is executed in three counterparts, this being one of the originals. Each party has received an executed original of this Agreement.

IN WITNESS THEREOF, the parties hereby set their sign and seal as their free act and deed.

_____	_____	_____
ALICIA JONES	SASHA HERNANDEZ	ERIC SMITH
_____	_____	_____
DATE	DATE	DATE

COMMONWEALTH OF MASSACHUSETTS

, ss. _____, _____

Then personally appeared before me on this ____ day of _____, _____, the above-named ALICIA JONES and acknowledged her execution of the foregoing to be her free act and deed before me, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document in my presence.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

, ss. _____, _____

Then personally appeared before me on this ____ day of _____, _____, the above-named SASHA HERNANDEZ and acknowledged her execution of the foregoing to be her free act and deed before me, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document in my presence.

Notary Public
My Commission Expires:

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COMMONWEALTH OF MASSACHUSETTS

, ss.

_____, _____

Then personally appeared before me on this ____ day of _____, _____, the above-named ERIC SMITH and acknowledged his execution of the foregoing to be his free act and deed before me, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document in my presence.

Notary Public

My Commission Expires: