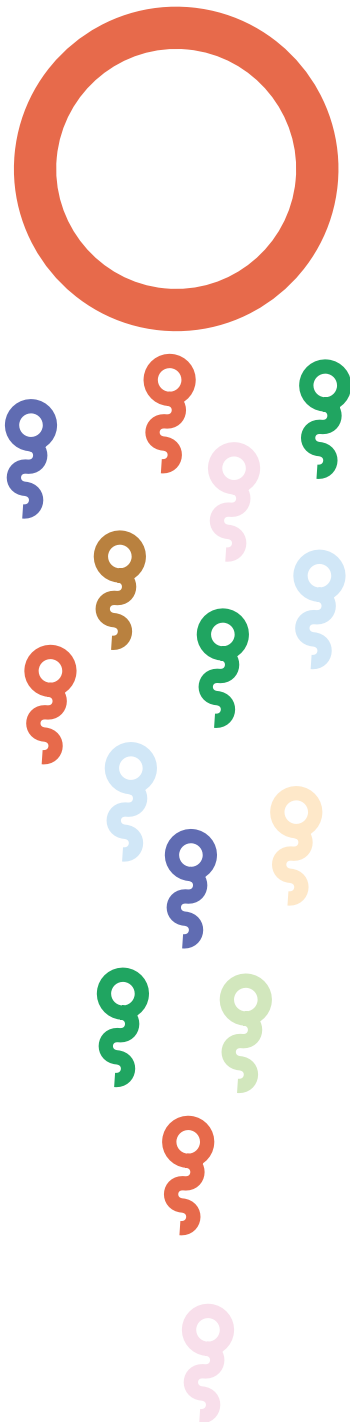


# CONTRACT FOR INSEMINATIONS OUTSIDE OF A FERTILITY CLINIC SETTING

To clarify the expectations and responsibilities of everyone involved, it is recommended to sign a Donor Contract before starting at-home inseminations. The free and informed consent of all parties is very important, whether with a donor from your social circle or with a donor met online. No notary is required when signing this contract, but all parties should keep a signed and dated copy.



## Essential Information to Include in All Contracts

This information is essential to legally protect your parenting project.

---

### INVOLVED PARTIES

First name, last name, date of birth, address, etc., of each involved party: Example: the person donating sperm, the person receiving the sperm and planning to carry the child, the partner(s) of the person planning to carry the child (if applicable), the partner(s) of the person donating sperm (if relevant).

---

### GOAL

Indicate that the person receiving the sperm from the sperm donor is doing so with the intention of conceiving a child.

---

### PARENTING PROJECT

Indicate that the individuals involved have a parental project (to start or expand a family) and that the role of the sperm donor (whether through sexual intercourse or with the use of a syringe) is solely to provide genetic material to help the person receiving the sperm conceive a child. Indicate that each party understands what is written and acknowledges that the Civil Code grants parental rights to the individual or couple with the parental project, not to the sperm donor.

Note: Currently, the Civil Code does not recognize multiparent families, and it is therefore necessary to designate a maximum of two parents to be legally recognized.

---

### DECLARATION OF THE SPERM DONOR

Indicate, if applicable, that the person is donating sperm solely to help the couple or individual conceive a child and that, under no circumstances, will the sperm donor request partial or permanent custody, the right to be a guardian, or visitation rights.

---

### RESPONSIBILITIES OF THE SPERM DONOR

Indicate, if applicable, that the couple or future parent cannot, under any circumstances, ask or demand that the sperm donor be held legally, financially, or emotionally responsible for any child born from their sperm donation.

---

Date

Place of signature

Signatures of all parties involved

Note: For donors found online, the donor's health insurance card number should be included (RAMQ card)

---

## Additional Information to add to contract

Depending on the specific situations, additional information may also be included. These points primarily describe the intentions and agreements of the parties involved, rather than provisions with legal weight. They address various aspects of the relationship between the sperm donor, the recipient, and other concerned parties, focusing on expectations, roles, and possible future actions.

### Other information to include in the contract based on your situation and personal choices:

- 1 The location(s) of the donation and the method of insemination.
- 2 The registration of the sperm donor in the Origins Registry, at the child's birth.
- 3 Who will have the right to choose the child's name(s)?
- 4 Which name(s) will appear on the birth certificate?
- 5 A statement on genetic and hereditary diseases as well as defective genes known in the sperm donor's family, specifying that they must share all information they are aware of without intentionally omitting anything.
- 6 A statement on the number of previous donations, the number of families already helped by the sperm donor, the number of children already born from their donations, and their future intentions regarding sperm donations.
- 7 A mention if people in the sperm donor's family are or are not aware of their actions with you.
- 8 A declaration that the sperm donor will not initiate any legal action for parental rights.
- 9 A mention specifying who can appoint a legal guardian in case of illness or death.
- 10 A declaration establishing how the identity of the sperm donor will be treated: anonymous or identified. If the person is identified, at what point?
- 11 What will be the sperm donor's contact with the child? Who will decide on the contact and its frequency (parents, sperm donor, child)? For example, you could establish that only the parents have the right to decide until the child turns 16. You may also decide that the sperm donor and the recipient agree on X hours of visitation per month, etc.
- 12 A statement on the right of the parent(s) to change the type and frequency of contact with the sperm donor in the best interest of the child.
- 13 What will be the contacts and roles of the sperm donor's close ones (e.g., romantic partner, parents, or children) with the unborn child?
- 14 If the sperm donor's partner is involved, what will happen in the case of separation? What would be the role of a future partner?
- 15 What would happen for the sperm donor in the event of the couple's separation? Examples: the sperm donor will still have no parental rights or responsibilities, the sperm donor will still have X hours of visitation, etc.
- 16 Does the sperm donor agree to provide further donations if the parent(s) decides to have more children?
- 17 A statement on the parent(s)' right to move to another city, province, or country.
- 18 In case of problems or differences of opinion between the sperm donor and the parent(s) regarding the child, how will mediation between the parties be organized?
- 19 Etc.

