

IN-FAMchd03

Surrogacy agreement

Dated: [Date]

Contents

1. Essence of agreement
2. Representations of parties
3. Limitation of liability
4. No warranties or guarantees by professionals
5. Custody and Parental rights
6. Medical evaluations and screenings
7. Artificial insemination procedure
8. Medical risks and indemnity
9. Surrogate's conduct
10. Abortion, miscarriage and selective termination
11. Compensation and payment of expenses to surrogate
12. Payment Schedule
13. Payment procedure
14. Additional terms governing monetary arrangements
15. Medical expenses reimbursement
16. Facilitation of legal processes
17. Name of child
18. Future contact
19. Confidentiality
20. Changes in circumstance
21. Death or divorce of intended parents
22. Reasonableness
23. Confirmation of genetic parentage
24. Breach of agreement
25. Risks of abnormal child/gender of child
26. Life support
27. Stillbirth or miscarriage
28. Duration and termination
29. Dispute resolution
30. Status of parties
31. Amendments
32. Execution of agreement
33. Entire agreement
34. Successors and assigns
35. Severability
36. Governing law
37. Survival
38. Waiver of increased risk in the use of unquarantined semen/ovum/embryos;
39. Acknowledgment / signature

This agreement is dated: [date]

It is made between: [Name]

of [Address] ("The Surrogate")

[Name]

of [Address] ("Surrogate's Husband")

And [Names]

of [Address] ("The Intended Parents")

Separately referred to as Intended mother ;

Collectively referred to in this agreement " ."

The terms of this agreement are:

1. Essence of agreement:

1.1. Intended Parents are both over the age of 21. They are a married couple and desire to enter into this agreement for the purpose of parenting a child or children through the services of Surrogate (as used herein, " ")

1.2. Surrogate and her Husband are over the age of 21. They are a **married couple/or living together** as ,

1.3. Intended Mother is incapable of becoming pregnant or carrying a pregnancy to term, and/or has been informed by a gynaecologist that becoming pregnant or carrying a pregnancy to term /

1.4. The Surrogate warrants, based on her information and belief, that Surrogate is capable of carrying and bearing healthy, normal children, and further ,

1.5. Intended Parents desire that the Surrogate be artificially inseminated with the fresh **and/ or** frozen sperm of the intended father, so that

Surrogate may become _____ , _____ .

1.6. Intended Parents desire and intend that any Child born pursuant to this agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Intended Parents for all _____ .

1.7. Surrogate and Husband desire and intend that any Child born pursuant to this agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Intended Parents for all purposes, that the Intended Parents shall assume all legal and parental rights and responsibilities for the Child, and that Surrogate and Husband do not desire nor intend to assume a parental or any other type of relationship with the Child. Surrogate and Husband specifically relinquish any and all rights, responsibilities, and claims with respect to a _____ , _____ / _____ .

1.8. The purpose and intent of this agreement is to provide a means for the Intended Parents to become the parents of a Child, which is carried and birthed by the Surrogate, after _____ (_____ " _____)).

2. Representations of the parties

2.1. The Parties warrant that they are comfortable with and knowledgeable about the implications and _____ .

2.2. The Parties warrant that they understand that the medical procedures contemplated by this agreement represent new, unsettled and uncharted areas of the law. Therefore, no warranties have been and/or can be made to the Parties as to the ultimate cost, _____ .

2.3. The Parties to this agreement represent and warrant that all representations, whether oral or written, made to any professional, _____ .

person, entity or party, with respect to their medical history and condition, the surrogacy arrangement, and any and all matters contained in this agreement

2.4. The Parties to this agreement represent and warrant that the decision to enter into this agreement is a fully informed decision, made after careful and unemotional reflection, that they have come forward voluntarily to enter into this agreement free of any economic or emotional duress, that the consent or permission of no other person

2.5. It is the Intended Parents' specific and express intention to be the lawful parents of and raise any Child conceived through the artificial insemination procedure contemplated herein. It is thus expressly understood and intended that the Surrogate and her Husband will not be the lawful parents of and/or raise any Child conceived through the artificial insemination procedure, and they each expressly state that they intend to and shall relinquish any parental rights, custody and/or

2.6. The Parties further agree that any knowing falsification or omission

2.7. The artificial insemination procedure shall be performed by a

(, ").

3. Limitation of liability

3.1. This agreement limits the intended parents' responsibility to the surrogate and her family, should the surrogate die or become disabled

3.2. The Surrogate and her Husband understand that the Intended Parents have waited many

3.3. It is also understood by the Parties that grave, severe and intense emotional distress, humiliation and mental anguish may occur to either of the

4. No warranties or guarantees by professionals

The Parties understand and agree that any professionals whose services have been utilized or are

5. Custody and Parental rights

5.1. The Surrogate and her Husband shall immediately relinquish full custody of the Child to the Intended Parents upon the birth of the Child. In the absence of a material breach on the part of the Surrogate,

5.2. It is the specific intent of each and every Party to this agreement that the Surrogate and her Husband shall not have any legal rights towards the Child and that neither is the legal parent of the Child conceived and

5.3. The Child conceived and born as a result of the conduct contemplated by the instant agreement shall have all testamentary and inheritance rights from the Intended Parents, and each of

5.4. The Parties independently take full legal responsibility for the completion and adequacy (

6. Medical evaluations and screenings

6.1. The Surrogate and her Husband agree that all procedures required would be performed by a Medical Practitioner (hereinafter referred to as 'the

6.2. Surrogate, her Husband and Intended Parents have undergone, or agree to undergo, physical examinations under the direction of, and/or to the extent determined by, the Treating Physician, to determine whether the physical health and well-being

6.3. The Treating Physician, in his or her sole discretion, may refer the Parties to another healthcare practitioner, hospital or laboratory for a specific

7. Artificial Insemination procedure

7.1. The Surrogate agrees to undergo an artificial

7.2. The procedure shall take

7.3. Notwithstanding and subject to the termination provisions herein, the Parties agree that it is their present

[(2)]

[(6)]

7.4. However, either party shall have the absolute right not to undergo any artificial insemination attempts after [3] insemination cycles have been

7.5. The terminating party shall notify the other party

8. Medical risks and indemnity

8.1. Surrogate further acknowledges that she has signed an informed

;

8.2. Surrogate and her Husband acknowledge that the medical procedures have been thoroughly explained to ,

,

.

8.3. Surrogate and Husband understand and agree that it is

.

8.4. Except as otherwise specifically provided in this agreement, the Surrogate and her Husband agree to assume all medical, financial, and psychological risks

(),

/

,

,

).

(

9. Surrogate's conduct

9.1. The Surrogate agrees to comply with all medical instructions given to her by the Treating Physician /

/

,

.

9.2. The Surrogate further agrees that she will not engage, and has not engaged,

.

9.3. All Parties agree that from the time of the first medical examination through to the time of delivery of the Child, or such further time

,

),
(
)
,
.
9.4. In the event Surrogate becomes pregnant by any means other than that contemplated

9.5. The Surrogate also agrees to follow a prenatal medical examination schedule as prescribed by her obstetrician,
/

9.6. The Surrogate further agrees to submit to any medical test or procedure deemed necessary or advisable
/
,
,

().

9.7. The Surrogate also agrees to undergo one or more amniocentesis, chronic villous sampling, or other genetic testing procedures upon the request of the Intended Parents, if deemed medically necessary by her obstetrician or treating physician. Surrogate further agrees that Intended Parents may select the physician to perform said procedure(s), even
/
.
,
,
,
/
.
.

9.8. In the event a medical opinion is determinant of any action or requirement set forth herein, it is agreed that any party may seek a

second medical opinion by a physician selected by the Party who disagrees with the first medical opinion. Each party agrees

,
.
,
,
(
,
).

9.9. The Surrogate agrees not to smoke cigarettes, marijuana or other substances, or drink alcoholic beverages from the time of the commencement of cycle medications through the end of the pregnancy or negative pregnancy test results, or such further time as

/

9.10. During the term of this agreement, the Surrogate agrees to submit to drug, alcohol, nicotine testing, and/or testing for sexually transmitted and/or infectious diseases including HIV and AIDS, as may be reasonably requested by the Intended Parents and paid for by the Intended Parents, and further agrees to immediately upon request execute and deliver a written consent form to administer such testing as may be requested by the testing clinic or lab. The Surrogate further agrees that, from the time of her first medical examination above, through the end of her pregnancy, she will not engage in any

,
/
,
/
.

9.11. The Surrogate agrees to take prenatal vitamins and to maintain a healthy diet as generally recommended by obstetricians for pregnant women (which can include the avoidance of certain),

9.12. Except as stated herein, Surrogate may select her obstetrician for her prenatal care and delivery, and the hospital where the delivery shall take place, provided that the obstetrician and hospital are approved by the Intended Parents. Said selections shall be

9.13. Surrogate further agrees that Intended Parents shall have the right to attend all doctor visits including ultrasound examinations of any kind, with due respect for the Surrogate's privacy and with the approval

9.14. Surrogate agrees that she will notify Intended Parents upon the onset of labour and that Intended Parents may be present in the delivery room during delivery of the Child, with due respect for

9.15. That the Surrogate has obtained medical insurance that will cover

10. Abortion, miscarriage, and selective termination

10.1. Surrogate agrees that she will not abort the Child once conceived, or selectively reduce the number of foetuses, except as stated herein. If in the opinion

(

),

10.2. In the event there is a risk that the Child will be physically or physiologically abnormal, in a manner that could seriously affect the child's

10.3. Prior to making any decision whether or not to submit to have an abortion, the Surrogate shall

10.4. If requested by the Intended Parents,

10.5. In the event of a medical emergency, whereby the Intended Parents cannot reasonably be contacted or located

10.6. In the event the Surrogate chooses to exercise her right to abort, or not

10.7. In the event of a miscarriage/spontaneous abortion, or abortion at the (),

10.8. Intended Parents shall still remain liable for such costs incurred to date by the Surrogate

10.9. In the event the artificial insemination procedure results in more than [two (2)] fetuses, the Parties agree to selective termination for the purpose of reducing the number of fetuses [(2)]

10.10. It is expressly agreed that there shall not be any reduction in the event the Surrogate is carrying twins, unless

,
,
,

10.11. Should the Surrogate refuse a selective reduction, after an opinion has been provided by the Surrogate's

,

,

10.12. Prior to making any decision whether or not to submit to have a selective reduction, the Surrogate shall

,

,

.

10.13. If requested by the Intended Parents,

.

11. Compensation and payment of expenses to Surrogate

11.1. The Intended Parents agree to pay such sums as are indicated herein and incorporated by

,

.

11.2. The Surrogate agrees to present to Intended Parents, proper evidence, documentation, or verifiable information

,

,

:

11.2.1 Obstetrical;

11.2.2 Nursing;

11.2.3 Hospital and maternity care;

11.2.4 Pharmaceuticals and ,

11.3. Payments for medical expenses not yet

11.4. The consideration paid to the Surrogate pursuant to this agreement is intended to compensate the

12. Payment schedule

12.1. The Surrogate shall be paid a sum of [Currency and amount] by the

12.1.1 [amount] due []

12.1.2 [amount]

12.2. The remaining [/]

12.2.1 [amount/currency] for each month in which the Surrogate is pregnant with ,

12.2.2 said monthly sum shall [/]

12.3. The Surrogate's fee shall not be construed as

13. Payment procedure

13.1. Intended Parents agree that, upon execution of this agreement, they will place into an escrow

[/], [/]

13.2. If at any time the anticipated expenses exceed the sum deposited in the account, or it becomes apparent that the expenses shall exceed

/

14. Additional terms governing monetary arrangements

14.1. In the event the Surrogate gives birth to a Child during or after the completion of the 28th week

14.2. In the event the Surrogate gives birth to a Child prior to 28 weeks of gestation, and such Child is not born alive or does not survive prior to being discharged

259

[]

14.3. Payment of the lump sum after the delivery or being discharged from the hospital is intended to ensure

14.4. In the event the Surrogate undergoes an amniocentesis, miscarriage with a D&C, cerclage, ectopic

, []

14.5. In the event the Surrogate undergoes a selective reduction or therapeutic

[] , []

14.6. In the event the Surrogate loses her reproductive capacity as a direct result

[] , []

14.7. In the event the Surrogate delivers the Child by caesarean section,

[] , []

14.8. The Intended Parents agree to pay mileage at [price] per km., as well as all parking and toll

14.9. As the Surrogate is currently employed/not /

:

14.9.1 in the event the Surrogate's Husband suffers any lost wages as the result of accompanying the Surrogate

() /

/

;

14.9.2 in the event psychological counselling and/or therapy is provided to the Surrogate pursuant to the terms of the agreement, Intended Parents

/

[],

14.10. The Intended Parents shall contribute [amount] towards

14.11. The Intended Parents also agree

14.12.

15. Medical Expenses re-imburement:

15.1.

15.2.

15.3.

15.4.

15.5.

16. Facilitation of legal processes

16.1.

16.2.

16.3.

16.4.

17. Name of Child

18. Future Contact

19. Confidentiality

19.1.

19.2.

)

19.3.

20. Changes in circumstance

21. Death or divorce of intended parents

21.1.

21.2.

21.3.

21.4.

21.5.

- à -

22. Reasonableness

22.1.

22.2.

23. Confirmation of genetic parentage

23.1.

/

23.2.

/

23.3.

23.4.

24. Breach of agreement

24.1.

24.2.

24.3.

(.)

, , ,
, .

24.4.

, []
, []

, ,
.

24.5.

, .
,
,
, .

25. Risks of abnormal child/gender of child

25.1.

, , /
.
,
.

25.2.

,
, , ,

26. Life support

27. Stillbirth or miscarriage

28. Duration and termination

()

29. Dispute resolution

30. Status of parties

31. Amendments

32. Execution of agreement

33. Entire agreement

33.1.

()

33.2.

34. Successors and Assigns

35. Severability

36. Governing law

37. Survival

38. Waiver of increased risk in the use of unquarantined semen /ovum / embryos:

38.1.

()
180 .

38.2.

.
.

38.3.

.

38.4.

, ().

38.5.

,

38.6.

/ , / /
, / / ; / - .

38.7.

[/ /].

38.8.

,
, ,
, .

38.9.

/ .

39. Acknowledgments

DATED:

Surrogate

DATED:

Surrogate's Husband

DATED:

Intended Mother

DATED:

Intended Father

Explanatory notes:

Surrogacy agreement

General notes:

1. This agreement comprehensively defines the terms and conditions in an agreement of surrogacy as the concept are largely unregulated by any specific law. Kindly consider what exactly has been decided between the parties then
2. The agreement will be with a surrogate in India. You are free to make whatever arrangements you wish. You may change
3. This particular document has been
4. There are certain assumptions that we have made,
5. Currency of payment may be mentioned
6. Jurisdiction for the dispute resolution is
7. The agreement should
8. The intention and purpose of
9. There is no special Article
10. The fee and criteria for payment of the money to the surrogate has been defined

End of notes