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## AGREEMENT

between

VivaNeo Sperm Bank GmbH  
(AG Düsseldorf HRB 41373)  
in 40219 Düsseldorf, Völklinger Str. 4  
(hereinafter referred to as "VSB")

and

Patient \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_  
(hereinafter referred to as "couple")

### § 1

The couple plans to use sperm donation of a third party in order to fulfill their desire to have children. The treatment has to be carried out by a doctor or a physician for the purpose of assisted reproduction. VSB will provide this sperm of a third party, called donor sperm.

To clarify, it is noted that VSB will hand over the donor sperm to the relevant doctor exclusively and directly.

### § 2

1. Either the VSB as the VSB management and its medical team shall endeavor to find the best possible donor match, so a donor whose characteristics are similar to those of the partner, or the couple itself will order a particular donor via the web shop. The general characteristic in order to find a donor include general physical characteristics such as body type, hair and eye color, as well as blood group, Rhesus formula and ethnic origin.

In order to meet the high quality requirements of the EU Directive on 31.03.2004 (2004/23 / EC), the donor sperm is used after a 6-month quarantine only. Regular examinations and quarantine storage shall ensure that the risk of transmission of hepatitis B / C, HIV-1 is, -2, or tripper syphilis-pathogens and chlamydia and CMV is reduced as much as possible. The VSB

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is working with a quality system in accordance with prescribed guidelines and was certified according to DIN EN ISO 9001:2015 in March 2016.

The couple is informed that not all of the donors have been tested genetically, in particular tested negatively for mutations in the CFTR gen and show an unremarkable karyotype.

If there are any additional screenings a couple wants to be sure about, these are carried out exclusively at the request of the couple and costs are to be paid separately by the couple.

2. Despite compliance with all quality requirements, the success of treatment cannot be guaranteed by VSB. In particular, VSB does not stand up for physical, physiognomic, intellectual or psychological characteristics of a future child.
3. VSB and the couple agree that all claims about any defects and any claims for damages against VSB are excluded. Should the donor sperm be sent to the treating fertility center, the VSB is especially not standing up for damages which are incurred during transportation, warehousing and improper procedure for processing in the clinic of the treating physician.
4. All mentioned restrictions on the rights of the couple do not apply to claims for willful damages or damages caused by gross negligence as well as for damages arising from injury to life, limb or health, if VSB is responsible for the breach of duty. A breach of the VSB is of a legal representative or vicarious agent.

### § 3

VSB and the couple have agreed that the donor sperm may be used by physicians for the treatment of the couples by way of assisted reproduction, if the compliance with the following basic requirements is ensured.

1. The treatment by means of sperm donation may only be carried out in compliance with the applicable regulations, in particular in compliance with the directives of the German Medical Association for carrying out assisted reproduction and the guidelines for the donor insemination. Therefore, only heterosexual couples who live in a stable relationship until the time of completion of the treatment, as well as a woman living in a same sex relationship, as well as a single woman if her treatment is in accordance with the medical chamber of the treating country and state. Depending on the relationship status of the woman to be treated, a notarial declaration obligation is required (see §2 paragraphs 4 and 5).
2. The treatment using donor sperm may only be carried out if the woman living in a same sex relationship or a single woman, as well as her life partner or guarantor, did sign a notarized declaration in advance of receiving the sperm stating that they will take care of the child born

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through this treatment as a full legal and social status of a community illegitimate child and that they will release the sperm donor of all obligations towards the child. The need to submit this contract depends on the country of treatment.

3. The submission of a notarized declaration of a heterologous couple stating that they will take care of the child born through the treatment using donor sperm as a full legal and social status of a community illegitimate child and that they will release the sperm donor of all obligations towards the child must be ensured if this is compulsory on the basis of the directives of the German Medical Association for carrying out assisted reproduction and the guidelines for the donor insemination. This is the responsibility of the treating physician.
4. In case of cancellation of the consent of a sperm donor, further use of his sperm is to be refrained. In this case, donor sperm of a newly selected donor is provided by VSB.
5. The fee for donor sperm which is due to the initially planned measures resulting according to the price list, is to be paid in advance within the period stated on the invoice. Before receipt of the invoice, the couple will not be provided with donor sperm by VSB.

#### § 4

1. By entering into this agreement, donor sperm will be reserved for the couple.
2. If the payment for the reserved donor sperm is not paid, the donor sperm will be unreserved. Hereby, the obligations of VSB acquired under this agreement extinguish without the need for a separate notice or other statement.
3. Paragraph 2 shall apply accordingly if the couple decides not to take demand of the donor sperm. The VSB is to be notified by the couple in written form. In this case, neither a partial repayment is made nor a redemption of the material.

#### § 5

The couple is known that VSB cannot promise anonymity to the genetic father since VSB is committed towards the child to name the name of the donor based on its fundamental right to knowledge of its genetic ancestry. According to §13a TPG and TPG §7 tissue regulation VSB is not obliged to reveal personal details of sperm donors to the doctor. Hence, only the coding/labeling of the sperm sample used will be forwarded to the attending physician. The VSB is committed to a 30-year retention period of sperm donor data that are relevant according to the German tissue law (Gewebegesetz) and to a 10-year retention of sperm donor data that are relevant according to the German sperm donor register law (Samenspenderregistergesetz, SaReG) in which the identity of the sperm donor is stated.

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To ensure a permanent custody of the personal details of sperm donors, donor documentation is not only kept by VSB, but also deposited with the notary Dr. Stefan Wehrstedt with headquarters in 40212 Dusseldorf, Königsallee 96. Furthermore the personal data of the sperm donors will according to § 2 Abs. 1 S. 1 SaReG after 30.06.2018 stored for 110 years at the Deutsches Institut für Medizinische Dokumentation und Information (DIMDI) in the case that a child is born after the use of the semen of the sperm donor in an heterologous ART-treatment.

**§ 6**

One of the most important quality characteristics of donor sperm is to ensure that with the use of sperm from a donor only a limited number of life births must be achieved. To meet this requirement, the VSB is dependent on the assistance of the couple. Accordingly, the couple is asked to inform VSB on pregnancies and on the birth of a child either via online forms, post letter, email or telephone.

**§ 7**

Should one or more provisions of this contract be or become invalid or the contract designate a loophole, this shall not affect the validity of the remaining provisions. This also applies if these severability provision should be invalid.

(Place)....., (date).....

\_\_\_\_\_

**patient**

\_\_\_\_\_

**partner**