

FORM - T
Contract between the Semen Bank and the ART Clinic
(See Rule 15.1)

The Semen Bank and the ART Clinic agree to come into this contract today on the _____ as per the following conditions.

First Part being **BabyQuest Cryobank Private Limited** semen bank, having its office & Registered Office at 209, Marathon Max, LBS Road, Mulund (w), Mumbai - 400 080, and the registered office at, herein referred to as the Bank (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include legal representatives, administrators, etc., of the said Bank);

And

Second Part being (hospital Name & Address)_____ herein referred to as the **Clinic** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include legal representatives, administrators, etc., of the said Clinic)

Whereas

1. The first part is a semen bank that is established to screen and identify sperm /egg donors and surrogates and to store gametes.
2. The second part is a clinic working on infertility using various methods of ART (Assisted Reproductive Technologies).
3. The Bank would identify and / or preserve the things mentioned in para 1 and the clinic would use them to carry out the ART procedures.
4. The Bank and the Clinic have, therefore, come to form this contract to facilitate the use of ART by the needy people with the laid down terms and conditions.

NOW THIS INDENTURE WITNESSETH THAT:

1. The Bank agrees to do its best to provide the Clinic the kind of items mentioned above (semen, oocytes/oocyte donors, and surrogates) as and when required and in as many number as necessary.
2. The Clinic agrees to give the proper consideration for the use of the items taken from the Bank as per the rates mutually decided between the parties from time to time, and put on record.
3. The Bank shall ensure that the sperm / egg donor is free from HIV, Syphilis and Hepatitis B and C, diabetes, and identifiable common genetic disorders such as thalassemia.

4. The Bank shall have an analysis carried out on the semen of the individual, preferably using a semen analyzer, and only the semen certified to be normal according to WHO's specification shall be provided to the ART Clinic
5. The blood group and the Rh status of the individual shall be determined and placed on record by the Bank.
6. Other relevant information in respect of the donor such as height, weight, age, educational qualifications, profession, colour of the skin and the eyes, record of major diseases including any psychiatric disorder, the family background in respect of history of any familial disorder, criminal record, and religion, shall be recorded by the Bank in an appropriate proforma.
7. On request for semen by the clinic, the Bank shall provide the Clinic with a list of donors (without the name or the address but with a code number) giving all relevant details as mentioned above.
8. The Clinic shall inform the bank about a successful clinical pregnancy and any successful birth that the Clinic comes to know of.
9. The Clinic shall use any item obtained from the Bank only for the specific purpose for which it was obtained.
10. The Bank or the Clinic shall not be responsible for the false report of any appropriately accredited laboratory for any specific tests.
11. The Clinic and the Bank shall ensure that all the provisions of Chapters IV, V and VII pertaining to the "duties of an ART clinic", "sourcing, storage, handling and record keeping for gametes, embryos and surrogates", and "rights and duties of patients, donors, surrogates and children", respectively, are followed.
12. In case of any dispute between the Bank and the Clinic, the arbitrator appointed by the parties jointly shall resolve the dispute.

First Part

Second Part

Witness (1)
Name, address and telephone number of the witnesses:

Witness (2)
Name, address and telephone number of the witnesses: