

Sales Contract for Sperm Donor Samples

between the Berliner Samenbank GmbH (BSB) – hereafter referred to as the BSB (seller) –
and the parents / mother seeking treatment – hereafter referred to as the buyer –

The buyers hereby declare

Last name, first name, date of birth (buyer)

Last name, first name, date of birth (buyer's partner)

that they wish to realise their desire to have a child using donor sperm provided by the BSB.

The Berliner Samenbank GmbH (BSB) provides donor sperm for use in heterologous artificial insemination. The donor sperm is procured, processed, conserved and stored in accordance with *articles 20b and c of the Medicines Act (Arzneimittelgesetz or AMG)*, and is provided to reproductive medical centres that are licenced under *art. 20c of the AMG*.

The respective responsibilities of the BSB and the reproductive medical centre are governed by a separate cooperation agreement. All sperm samples meet the highest standards of quality, conforming to the Guidelines of the Donor Insemination Working Group (*Richtlinien des Arbeitskreises für Donogene Insemination*). Once the buyer has individually selected the donor and settled the invoice, the requested donor samples are sent to the reproductive medical centre, where the fertility treatment is carried out.

The donor sperm is to be sent to the following reproductive medical centre:

Name of the fertility centre: _____

Street and house number: _____

Postal code and town: _____

In accordance with art. 2, para. 1 of the Sperm Donor Register Law (*Samenspenderegistergesetz or SaRegG*), the BSB has explained to its donors that, should their donation result in a buyer becoming pregnant, their personal data will be registered and saved on a central registry at the Federal Institute for Pharmaceuticals and Medical Products (Bundesinstitut für Arzneimittel und Medizinprodukte; BfArM), and may be provided to an individual who has the right to access it. This data will be saved whether or not the pregnancy is known to result in the birth of a child. Under art. 4 of the *SaRegG*, the reproductive medical centre must inform the buyer of the terms and conditions of the Sperm Donor Register Law.

The process of preparing donor sperm can result in incidental findings being made concerning the donor's genetic health. The right of every individual to informational self-determination is one of the basic principles of the German Genetic Diagnostics Act (*Gendiagnostikgesetz or GenDK*). This includes, on the one hand, the right to know one's own genetic results (the *Recht auf Wissen* or Right to Know), and, on the other, the right not to know them (the *Recht auf Nichtwissen* or Right Not to Know).

Should the processing of my genetic material result in an incidental finding, I would:

like to be informed of it (Right to Know) *in this case we recommend you seek human genetic counselling.*

like not to be informed of it (Right Not to Know)

Place and date

Buyer

The BSB's price structure is composed of a basic fee, the costs of individual sperm samples and the costs of shipping them. Details of current prices can be found in the current information material.

The buyer(s) have properly understood the aforementioned sales agreement. They have approved and signed it with their own signature. The signature does not obligate purchase.

Place and date

Buyer

Buyer's partner