Contract on the Service of

Transferring and Bearing Embryo in the Surrogate Mother’s uterus

Tbilisi

We, undersigning Mrs. ---------( date of birth: -------;as she declared residing at ----------: ;Passport number--------- : ;issued on--------: ,date of expiry--------: ) Mr.---------- ( date of birth----------: ;as she declared residing at :-------------;Passport number ----------: P ;issued on-----------:, date of expiry---------:)(hereinafter the “Genetic Parents”) on one hand,

**And** Mrs. \_\_\_\_\_\_\_\_\_\_\_(date of birth:-----------,as she declared residing at: --------------;passport Number:------------;ID number: -----------------;issued on:---------------,date of expiry:------------) hereinafter referred to as a “Surrogate Mother” on the other hand agree as follows:

1. **Subject of the Contract:**
   1. Transplantation (transfer) an embryo obtained after combining genetic mother’s eggs with the genetic father’s sperm in the surrogate mother’s uterus in a specified medical facility and to bearing and delivery of a child (children) of genetic parents, and genetic parents will pay for service provided by surrogate mother.
   2. Contracting parties are aware of the Georgian Law about “Health Care”, in particular – content of the Article 143 which defines that the “Surrogate Mother will not have right to be recognized as a parent of the born child”.
2. **Rights and Obligations of Parties**
   1. **Genetic parents are entitled:**

* To get all information about health status of surrogate mother and a fetus, and about pregnancy.
  1. **Genetic parents should:**
* Pay all expenses relating to the procedure of getting pregnant Surrogate Mother, to the period of pregnancy and to the childbirth.
* Reimburse costs relating to spontaneous abortion (miscarriage) or to the artificial/therapeutic abortion (if it is caused by fetal anomaly) if necessary.
* Pay to the Surrogate Mother USD 200 (two hundred) for transfer / transplantation of embryo.
* Pay to the Surrogate Mother monthly Subsistence amounting USD 300 (three hundred) during 9 months
* Pay to the Surrogate Mother USD 12 100 (eleven thousand one hundred) in case of successful birth of a child (after 30 weeks).
* If the child delivery (after 30 weeks of the pregnancy) ends with the death of child, which is not caused by the Surrogate Mother’s negligent behavior, genetic parents should pay USD 12 100 (eleven thousand one hundred)to the Surrogate Mother.
  1. If the surrogate mother acquires any serious pathology or disorder during pregnancy, which is a serious danger to her life, and if it is proved to be true by at least three competent medical experts the Surrogate Mother should have an abortion (Genetic Parents agree to pay to the Surrogate mother additional compensation of USD 500 (five hundred) and to pay medical expenses).
* If the surrogate’s pregnancy is terminated after 24 (twenty four) weeks of pregnancy, surrogate mother will be paid additional compensation of USD 500 (five hundred) before termination of pregnancy.
* After delivery, Surrogate Mother is not allowed to feed child with breast.
  1. In case of miscarriage in the 6th (sixth) month (from the 24th to the 30th weeks including), which is not caused by the Surrogate Mother’s negligent behavior, genetic parents agree to pay to the surrogate mother USD 6 500 (six thousand five hundred) equivalent in GEL.
  2. If twins are born, genetic parents agree to pay additionally USD 1 000 (one thousand) payable in GEL to the surrogate mother;
  3. **Surrogate Mother should:**
* Not to provoke or do abortion, except in cases provided in Article 2.3 (first paragraph) and Article 2.4.
* Surrogate Mother should undergo all medical examinations and treatments in time scheduled by medical specialists. Not to take medication/drugs without taking consultation from doctor. To keep hygiene recommendations for pregnant women: not to smoke, not to drink alcohol, not to take drugs, to get good nutrition and vitamins with the amount necessary for pregnancy. To avoid excessive physical activities and take care of the health of the fetus. Not to work anywhere, not to leave the city within two weeks from the date of transfer / transplantation of embryo.
* If doctors find out that work poses a risk of termination of pregnancy or other complications, Surrogate Mother should leave job and she has no right to require additional payment from the genetic parents in this regard.
* If genetic parents want to make sure that Surrogate Mother has a healthy lifestyle, she should live with a genetic mother for 5 days a month.
* Not to visit genetic parents and their relatives at home prior to the beginning of pregnancy and during pregnancy except in cases when genetic parents require from the Surrogate Mother in written 5 days a month to be with genetic mother.
* Notify immediately genetic parents about expected and necessary medical examinations related to pregnancy and changes of her health.
* Visit specific medical clinics for the purpose of examination, treatment and childbirth, and to choose professionals together with the genetic parents.
* In case of any signs of spontaneous abortion (miscarriage), or the onset of childbirth to notify as soon as possible to the genetic parents, to provide hospital staff or other authorized persons with accurate and complete information about her participation in the surrogacy program, and to report them about the genetic parents and their location.
* In case of miscarriage, SM should undergo a medical examination in order to establish the causes of miscarriage; examinations should be performed at the medical facilities and by specialists chosen by her or by genetic parents.
* Undergo artificial/treatment abortion on the base of written agreement or request of genetic parents if there is evident risk of fetal abnormalities or risk of it.
* If three specialists confirm that there is any pathology and physiological delivery endangers life and health of fetus, surrogate mother should undergo Caesarean Section.
* In case of changes in contract information surrogate mother should inform genetic parents new information within one day;
* The surrogate mother will not require genetic parents to pay costs which are not provided in this contract.
* Keep surrogacy information in secrecy since the childbirth, before the child and before the child’s natives and family.
  1. In case of miscarriage (spontaneous), she must undergo medical examination to determine the cause of abortion, medical facilities and by experts to be agreed with the genetic parents. And the SM assumes sole responsibility for any damage and / or expense incurred by it in respect of the engagement agreement with the Genetic parents, with respect to pregnancy and childbirth, and she did not come to any claim and / or demand from parents for damages and / or expenses.
  2. If the genetic parents require Caesarean Section or natural deliver outside of the country ( Georgia ) the sm have to be inform before the procedure and she also must agree with the terms and conditions of this agreement.

1. **Medical Examinations of Surrogate Mother**
   1. By signing this Agreement Surrogate agrees and assumes the obligation to perform completely and duly instructions of the Doctor selected by Genetic Parents for the purposes of Surrogacy either before Embryo Transfer, as well as during the whole period of pregnancy and during the delivery. This obligation includes the obligation of the Surrogate to take the medicaments in accordance with the prescription, to undergo the medical examinations with the attendance of Genetic Parents or Genetic Mother or Biological father or the Genetic Parents’ authorized person and to follow other instructions of the Doctor, including the instruction, in case of necessity to follow the bed regime in order to maintain pregnancy.
   2. Genetic Parents shall bear any medical costs associated with the medical examinations, medicaments and medical consultations determined under Article 3.1. of this Contract.
   3. By signing this Agreement Surrogate agrees and consents that Genetic Parents (either of them or both of them – Genetic Mother and/or Biological Father) have right to receive the information from any medical facility and/or doctor such are medical records concerning Surrogate and information on the Surrogate’s health state. Besides, Surrogate undertakes to inform the Genetic Mother and/or Biological Father on her and fetus’ health state and pregnancy, immediately upon Genetic Mother’s and/or Biological Father’s request.
2. **Surrogate Mother’s Preparation for Embryo Transfer; Embryo Transfer**
   1. If as a result of medical examinations Doctor confirms that the health state of the Surrogate is adequate to Surrogacy Surrogate shall be obliged to commence taking medicaments prescribed by the Doctor in accordance with the prescription. The medicaments shall be purchased by Genetic Parents.
   2. The Embryo Transfer shall be performed at the date set by the Doctor. Surrogate shall be obliged to appear at the Medical Clinic at the date set for Embryo Transfer and to follow Doctor’s instructions for Embryo Transfer as well as the procedures after the Embryo Transfer.
3. **Determination of Pregnancy; Monitoring of Pregnancy**
   1. After 2 (two) weeks from the date of Embryo Transfer Surrogate shall be obliged to appear at the Medical Clinic at the date set by the Doctor for the conduction of the relevant examination for the determination of pregnancy as well as to appear at the Medical Clinic for the conduction of repeated examination in accordance with the Doctor’s instruction.
   2. Upon the Genetic Parents’ request Surrogate shall be obliged to, without receiving additional compensation, fulfill the preparation for Embryo Transfer and Embryo Transfer by exercising of three attempts. One “attempt” implies:
      1. Surrogate undergoes medicament treatment for the preparation of Embryo Transfer irrespective of whether Embryo is transplanted or not; or
      2. After Embryo Transfer the Surrogate fails to become pregnant.
   3. Genetic parents are entitled either to decide exercise rights acquired under Article 5.2. or not. Furthermore, the intervals between each “attempt” should not exceed one and half month. Genetic Parents are entitled not to exercise this right and terminate the Contract.
   4. If the Surrogate’s pregnancy is established Surrogate should appear at the Medical Clinic on the date set by the Doctor in order to undergo first ultrasound examination.
4. **Responsibility of Parties and Undertakings**
   1. Parties will be held responsible if they fail to fulfill obligations assumed under this Contract and shall be liable for moral and material damage.
   2. Surrogate Mother is informed that the sperm, trapped in the female genital tract is fertile during 6 days. The egg is capable of fertilization during 5 days. Ovulation (release of an egg from the ovary) occurs on the 10th -16th days from the date of the onset of menstruation, so a possible period for Surrogate Mother for fertilization of own egg is a period from the 4th day of onset of menstruation (the 10th day minus 6th day, i.e. 4th day) to the 21st day, inclusive (16th day + 5th day, i.e. 21st day). It was explained to the Surrogate Mother that she is restricted to get contraceptive pills, because they will change the cyclical processes in her ovaries and uterus. In such case she will not be able to get pregnant with an embryo of genetic parents. Other contraceptives such as ointments, washing - do not give a full guarantee of contraceptive. Use of contraceptives can cause adverse effects on the process of implantation of embryo from genetic parents (in the process of attachment of the embryo to the wall of the uterus). Coitus interrupts is not a way to avoid pregnancy because sperm in small quantities still fall into the woman's uterus. Based on this Surrogate Mother will not allow to get pregnant with own embryo and will not allow sexual intercourse with a man from the 4th day of onset of menstruation.

* And in the case if, after giving birth, genetic analyzes reveals that the child is the genetic child of Surrogate Mother, she undertakes responsibility to reimburse a material damage and a huge moral damage to the genetic parents.

1. **Declarations**

* Parties declare and realize that:
* They have legal capacity and every right to enter this Contract;
* By signing of this contract and by implementation of the activities under this contract, parties do not violate or infringe in the future requirements of the effective law or other regulations.
* According to the part 2 of the Article 143 of the Law of Georgia "On Health Protection" parents of born child are the genetic parents and the surrogate mother has no right to demand to be recognized as a child’s parent.
* Child should be given to genetic parents immediately after birth, so that the surrogate mother does not see the child.

1. **Contract Validity Period and Other Conditions:**

* This Agreement shall enter into force upon signature by Parties and its validity depends on the pregnancy and birth.
* Unilateral amendments to the contract will not be valid.

1. **Dispute Settlement:**

* All disputes, controversies or claims arising in connection with this contract, is subject of the laws of Georgia.
* The parties will make every effort to resolve any dispute, controversy or claim arising in connection with this contract amicably.
* The claims made by one party to another, will be considered within 10 (ten) days from the date of its receipt in writing.
* If parties fail to reach an amicably agreement, it should be considered in accordance with the laws of Georgia.
* This contract was signed in three counterparts in Georgian and English languages.

Signatures of Parties:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interpreter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_