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**INTENDED PARENT SURROGACY CONTRACT  
 N - IP/SM-IND-001-SA**

New Delhi

day/month/year

**Contracting parties:**

“New Life India Surrogacy Pvt. LTD”, hereinafter referred to as “Agency”, represented by its Country Manager, Sonia Arora, on the one hand, and Ms. / \_\_\_\_\_ / (passport N \_\_\_\_\_, Issued by \_\_\_\_\_) and Mr. / \_\_\_\_\_ / (Passport N: \_\_\_\_\_, issued by \_\_\_\_\_), hereinafter referred to as “Intended Parent”, on the other hand, acting in accordance with the law, enter into the present Contract as follows:

**Article 1. Subject of the Contract**

- 1.1. Under this Contract the Agency renders to the Intended Parent the service of searching and choosing a Surrogate mother (hereinafter “Surrogate”).
- 1.2. By agreement of the parties, the Intended Parent may be provided with the service not contemplated by this Contract.

**Article 2. Rights and obligations of the parties**

**2.1. The Agency is obliged:**

- 2.1.1 To familiarize the Intended Parent with the Surrogate Mother candidate.
- 2.1.2. To provide the Intended Parent with up –to-date information regarding the Surrogate, including and not limited to her personal identification data, family status, marital status, criminal record, general medical history, results of all medical examination which qualify her as Surrogate;
- 2.1.3. To communicate the Intended Parent with the Surrogate chosen by the Intended Parent within five working days from the request ;
- 2.1.4. To change Surrogate chosen by the Intended Parent with another Surrogate if it turns out on basis of a medical reports performed in the lab and proving the Surrogate’s current state of health is unsatisfactory, namely the Surrogate has sexual transmitted diseases or/and hormonal disorders;
- 2.1.5. If so requested, to provide the Intended Parent with written information on licensed healthcare institutions providing services in the field of in–vitro fertilization (IVF).

**2.2. The Agency is entitled:**

- 2.2.1. To assist the Surrogate and Intended Parent in settling any misunderstanding or dispute that may arise between them;

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- 2.2.2. Take all the necessary actions to make sure that the amount payable by the Intended Parent to the Surrogate does not exceed 7 000 USD equivalent in the national currency. (Note: this sum does not include medical expenses that the Surrogate needs in the prenatal period and for delivery).
- 2.2.3. To demand from the Intended Parent full payment of the service charge within ten working days after signing the contract;
- 2.2.4. To demand from intended parent submitting all documentation and information requested and needed for fulfillment of this agreement.

**2.3. The Intended Parent is obliged:**

- 2.3.1. To pay the Agency service charge timely and fully;
- 2.3.2. To record in written form the decision on choice of Surrogate. The decision will be attached to the Contract in form of annex and will constitute an integral part of the Contract;
- 2.3.3. To faithfully pay to the Surrogate both the amount agreed upon between them and the medical expenses needed for the Surrogate before and for delivery;
- 2.3.4. To pay the Surrogate 200 USD equivalents in the national currency for each embryo transfer trial on the day of Embryo transfer; If the compensation will not be received by Surrogate within 10 business days from Embryo transfer up the agency has the right to request money transfer via Western Union.
- 2.3.5. Within 10 days after delivery, to pay the Surrogate the surrogacy charge of 5 200 USD equivalents in the national currency. The amount will be paid to the bank account indicated by the Agency or Surrogate.
- 2.3.6. After confirmation of the Surrogate’s pregnancy, to pay the Surrogate 200 USD equivalents in the national currency per month;
- 2.3.6a. Pregnancy calculation starts from the 1<sup>st</sup> day of the last menstrual cycle of the surrogate mother.
- 2.3.7.** In case of premature delivery from the 30<sup>th</sup> week of pregnancy with or without complications, to agree to pay the money payable to the Surrogate;
- 2.3.8. If baby born with congenital anomaly, to agree to pay the money payable to the Surrogate;
- 2.3.9.** In the event of pregnancy termination from the 18<sup>th</sup> including week 24<sup>th</sup> of pregnancy due to the reasons beyond the control of the Surrogate, to agree to pay the Surrogate 2 000 USD equivalents in the national currency.
- 2.3.9a.** In the event of pregnancy termination from the 25<sup>th</sup> including week 30<sup>th</sup> weeks of pregnancy due to the reasons beyond the control of the Surrogate, to agree to pay the Surrogate 3 000 USD equivalents in the national currency. If baby survives over 28 days to agree to pay the Surrogate mother full amount.
- 2.3.10. In case of twin pregnancy to agree to pay the Surrogate additional 1000 USD equivalents in the national currency.
- 2.3.11. In case of loss of uterus to agree to pay the Surrogate 2000 USD equivalents in the national currency.
- 2.3.12. In case of Ectopic pregnancy to agree to pay 2000 USD (1500 USD for Surgery and medical services and 500 USD equivalents in the national currency as compensation to Surrogate).
- 2.3.13. In case Surrogate mother developed pathology which threatens her life and no less than three medical specialists’ medical conclusions are presented with recommendation of abortion, to agree to cover abortion costs.
- 2.3.14. Intended Parent(s) has no right to request pregnancy termination unless the child runs a substantial risk of a physical or mental disability, and the diagnosis is confirmed by the attending physician, and the Attending Physician advises an abortion then the Intended Parent shall have the right to ask for abortion and shall bear all abortion costs as well as any additional medical costs resulting from the abortion.
- 2.3.15. Intended Parent has no right to seek abortion or termination of pregnancy for reasons other than the reasons stated in clause 2.3.14.

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2.3.16. In the event of premature delivery the request on farther investigation should be applied within maximum 48 hours. The agency representatives have no rights to act on behalf of the parents in this matter.

2.3.17. In case the Intended Parent(s) don't want to take the custody of the child/ren so born out of this contract and/ or abandons /disowns the child/ren so born for any reason whatsoever then without any prejudice to the rights to recover compensation and damages the Surrogate Mother / or the agency can take appropriate action under law to hand over the child to the Child Care agencies and/or to approach the court/police / high commissions/ embassies to initiate penal action against the Intended Parent/s and shall in no way be responsible to take care and custody of the child. In the event if the surrogate mother is to give the child under adoption, the same shall happen at the cost and risk of the Intended Parent/s.

2.3.18. If Intended Parent (s) die while the Gestational Carrier is pregnant with any Child pursuant to the terms of this Contract, the Intendeds Parent(s) agree that physical and legal custody shall go to the person holding the Power of Attorney from the Intended Parent(s). This includes all rights, including legal and medical that can be associated with the Child. The Intended Parent(s) attorney shall remain liable for all expenses, fees, and costs associated with the surrogacy as delineated under the terms of this Contract. Therefore upon pregnancy confirmation of the Surrogate Mother the Intended Parent(s) is obliged to issue the Power of Attorney that will come in force only for the condition of this clause.

**2.4. The Intended Parent is entitled:**

2.4.1. To choose the Surrogate mother.

2.4.2. To request from Agency communication with the Surrogate and avoid direct contact with her.

2.4.3. To request from Agency to replace the Surrogate with another Surrogate without payment of any additional costs if the Surrogate's current state of health is unsatisfactory, namely the Surrogate has sexually transmitted or/and hormonal diseases or other infectious or noninfectious disorders. In this respect, the Agency must be provided with the relevant written medical documents by Doctor or By Intended Parents.

2.4.4. In the event of non-fulfillment of the obligations foreseen by paragraphs 2.1.3 and 2.1.4 of this Contract, to request in writing that the Agency refund the money paid to the Agency by the Intended Parent within 10 working days from such request.

2.4.5 To have three attempt of Embryo transfer into Surrogate mother's uterus in one Agency service charge. In case of only one or two attempt –Agency fee remains the same.

2.4.6.To request second additional Surrogate mother from Agency. In this case payment and contract terms for second Surrogate mother remain the same.

2.4.7. Not to pay the Surrogate mother fees foreseen in paragraph 2.3.5 if DNA proofs that baby is not genetically linked to the intended parent or intended parents.

**Article 3. Service Charge**

3.1. The cost of the services rendered by the Agency to the Intended Parent amounts to 3000 USD and shall be paid within five days after selecting the Surrogate in the database.

3.2. Payment of the service charge can be made by cashless transfer to the Agency's bank account indicated in the Contract.

3.3. Payment of service charge is non-refundable in case of program cancelation, unless cancelation is caused by the Agency.

**Article 4. Confidentiality**

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Signatures of Parties

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6.3. Notwithstanding Article 6.2, the Agency shall be kept liable for the breach of contractual obligations of the Surrogate and /or the medical institution recommended by the Agency that is conducting all necessary medical procedures, only in the case such breach occurs as a result of a default and/or malpractice of the Agency:

6.4. The Agency represents and warrants that it has not concluded any agreement or undertaken any obligation, and is not aware of any other circumstance, which could anyhow hinder or render entirely impossible full performance of the obligations undertaken by the Agency hereunder.

6.5. Intended Parents realize that the Agency is not responsible for the information provided from the Surrogate Mother about her family status, health, quantity of abortions or pregnancy, criminal records and etc., as the Agency relies on the statements and information received from the Surrogate Mother.

6.6. In compliance with ICMR guidelines Chapter VII 33(3) & 34(4), of Healthcare Law of India, parents of the child are considered to be biological parents (Intended Parent) and the Surrogate mother is not entitled to be considered the parent of the newborn.

### **Article 7. Validity of the Contract**

7.1 The Contract comes into force from the moment of choice of the Surrogate by the Intended Parent.

7.2. This Contract is valid until the Surrogate's delivery.

7.3. This Contract terminates automatically:

7.3.1. If the Surrogate miscarries after the 10 weeks of pregnancy;

7.3.2. In the event of non-fulfillment or undue fulfillment of her obligations by the Intended Parent;

7.3.3. If embryo transfer is carried out three times by the Surrogate mother unsuccessfully. Three attempt of embryo transfer must be done in 12 months after signing the contract;

7.3.4. If intended parents do not intend to transfer embryos into Surrogate after first failed cycle.

### **Article 8. Resolution of Disputes**

8.1. The Contract is governed by and construed in accordance with the laws of India

8.2. The parties shall make their best to settle all disputes or misunderstandings arisen from this Contract through negotiations.

8.3. The claim of one party shall be considered by the other party within 10 days of receiving it in writing.

8.4. Should the parties fail to reach agreement through negotiations, the dispute shall be considered in compliance with the applicable laws of India

### **Article 9. General Provisions**

9.1. The Contract, along with rights and obligations provided hereunder, shall fully apply and extend to the respective legal successors and assignees of the parties.

9.2. Should any article or\and any paragraph of the Contract becomes invalid under the applicable laws, the remaining articles and\or paragraphs shall remain valid and the invalid article or\and paragraph shall be replaced with the article\paragraph that makes it easier to reach the goal of the Contract.

9.3. Annexes to this Contract constitute its integral part. Changes and\or amendments in this Contract (or\and its Annexes) may be made in written form only and shall be valid from the moment they are signed by each party.

9.4. Any additional agreements or other contracts made between parties on the basis of this Contract shall prevail over the in matters, for the regulation of which such agreements or other contracts are made.

9.5. The Contract is made in two counterparts in English language.

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9.6. Notifications foreseen by this Contract and other communications shall be delivered personally or sent by registered mail to the addresses mentioned in the Contract. However, each party shall notify the other parties on any changes in the parties' details within 10 days after introduction of such changes. Should the party fail to comply with this rule and the other parties have not received corresponding notice of changes in details, the notice sent shall not be considered valid.

**1. Parties requisites and signatures:**

„Agency“	„Intended Parent“
„New Life India Surrogacy Pvt. “ LTD	/ _____ /
<b>Address:</b> 32 Ring Road, Lajpat Nagar 4, 3rd floor, New Delhi 110024	<b>Register Address:</b>
<b>Identification code:</b>	<b>Real Address:</b> / _____ /
<b>Bank name:</b> HSBC Bank	<b>ID:</b> / _____ /
<b>Bank Code (SWIFT):</b> / _____ /	<b>Home Phone Number:</b> / _____ /
<b>Account number:</b> / _____ /	<b>Cell Phone Number:</b> / _____ /
<b>Phone:</b> / _____ /	<b>Alternative Phone Number:</b> / _____ /
<b>E-mail:</b> / _____ /	<b>E-mail:</b> / _____ /

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Signatures of Parties

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**AGREEMENT**

In accordance with the provisions of Paragraph 2.3.2 of the Contract made on /\_\_\_\_\_/ by and between “New Life India Pvt Ltd” and /\_\_\_\_\_/ (**passport N\_\_\_\_\_**) and /\_\_\_\_\_/ (**passport N\_\_\_\_\_**) , we hereby agree for /\_\_\_\_\_/ to be our Surrogate Mother . We also undertake to faithfully fulfil my obligations before the Surrogate Mother.

Intended Mother : /\_\_\_\_\_/

Intended Father : /\_\_\_\_\_/

”\_\_\_\_“ ”\_\_\_\_\_“ 2015

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