

SAMPLE DOCUMENT

A Surrogacy Agreement



*For informational & supervision services
regarding the surrogacy programme in Ukraine*

PLACE

Kyiv, Ukraine

DATE OF ISSUE

[date]

REFERENCE

NP-SA / sample

This document is a *non-binding sample* of the agreement Novaparent enters into with intended parents. The final agreement is prepared individually for each programme and country, and may differ from the wording shown here.

§ Parties to the Agreement

Private entrepreneur Khodonovych Andrii Romanovych, acting on the basis of the Extract from the USR № 2026593403816 dated 21.12.2020, hereinafter referred to as the “Contractor”, on the one part,

and the Intended Parents (the “Customer”), on the other part,

jointly referred to as the “Parties”, acting voluntarily and being fully aware of the meaning of their actions and the legal effect of this agreement, have entered into the present Agreement on the following terms.

ARTICLE I *Subject of the Agreement*

1. The Customer charges, and the Contractor takes responsibility to provide a set of services (the “Services”), including:
 - (a) consultations in the area of law, in the scope and on the matters in which the Customer requires support, as foreseen by this Agreement;
 - (b) arrangement of services in the area of infertility treatment using reproductive medicine (the surrogacy programme);
 - (c) provision of comfortable accommodation for the Customer and for the surrogate mother during the programme, prior to and following delivery;
 - (d) coordination of the medical programme and legal matters, as well as ongoing supervision and control;
 - (e) provision of translation into the Customer’s language during visits to fertility specialists and other doctors, together with the preparation of written reports regarding the pregnancy of the surrogate mother.
2. The Contractor undertakes to provide the Services, and the Customer undertakes to pay for them in accordance with the corresponding Annexes to this Agreement.
3. Reflecting the specific nature of each programme, the precise set of Services shall be set out in the Appendices to this Agreement.

ARTICLE II *Order of Service Provision*

1. In accordance with the chosen programme type, the Contractor arranges the provision of the related set of medical services, in the scope corresponding to that programme type and as set out in the related Agreement with the medical centre.
2. The Contractor ensures the proper performance of support services throughout the entire course of the medical services, in particular the in-vitro fertilisation (IVF) programme and the medical pregnancy care programme.
3. Before the medical part begins, the Contractor arranges the preparation and signing of the contract between the clinic and the Customer, together with the notarised Power of Attorney.
4. The Contractor provides:
 - (a) meeting and pick-up at the railway station, and transport to the hotel and clinic;
 - (b) assistance with accommodation of the Customer in a hotel or apartment during visits to the city where the IVF treatment is conducted and where the child is collected — Lviv, or any other city agreed by the Customer and the Contractor;
 - (c) supervision and translation during medical consultations;
 - (d) interviews with surrogacy candidates;
 - (e) coordination of the surrogate mother throughout the IVF programme, including preparation for embryo transfer;
 - (f) arrangement of the notarised contract between the surrogate mother and the Customer (either under power of attorney or directly by the Customer).
5. The Contractor provides supervision services for the surrogate mother, including:
 - (a) transport between the clinic and the place of accommodation;
 - (b) supervision by personal coordinators throughout the surrogacy programme;
 - (c) the surrogate mother's attendance at periodic medical pregnancy monitoring and screenings;
 - (d) relocation and temporary accommodation of the surrogate mother in Lviv where prescribed by the attending physician, including assistance with housekeeping;
 - (e) any necessary hospitalisations in the event of miscarriage risk, emergency intervention, or other urgent medical assistance;
 - (f) hospitalisation in the maternity ward in accordance with the doctor's referral at 38–39 weeks' gestation, or earlier where medically indicated;
 - (g) accommodation of the Customer, where necessary, at the maternity hospital for up to three days following childbirth;

- (h) following the birth, on a weekly basis (or more frequently in case of emergency) throughout the Customer's stay in Ukraine, consultations with a highly qualified neonatologist;
- (i) monitoring of the surrogate mother's adherence to medical prescriptions and the communication of related medical recommendations.

ARTICLE III *Legal Support*

1. The Contractor shall provide legal support in the following order:
 - (a) preparation of consents and registration of the newborn child with the civil registry authorities;
 - (b) arrangement of the apostille of the birth certificate and of all documents required for application to the consulate of the Customer's country of citizenship for issuance of the international travel document permitting the child's departure abroad;
 - (c) arrangement, where required, of the surrogate mother's visit to the consulate to provide any necessary evidence or permissions.
2. In carrying out the obligations set out in this Article, the Contractor is guided by the applicable legislation of Ukraine and the terms of this Agreement, and guarantees the quality of the consultation, information and legal services rendered hereunder, consistent with the standards customarily expected in this area of services.
3. The Contractor is entitled, at its discretion, to engage such specialists as may be necessary for the proper provision of services to the Customer.

ARTICLE IV *Obligations of the Customer*

1. The Customer undertakes:
 - (a) to furnish the Contractor, in good time, with everything necessary for the performance of the tasks entrusted under this Agreement, including documents in the requested number of copies (Customer passports, marriage certificate);
 - (b) to bear all expenses required for the performance of the entrusted tasks;
 - (c) to pay for the Contractor's services in accordance with this Agreement.

ARTICLE V *Payment for Services*

1. The payment for services rendered under this Agreement, together with the corresponding payment schedule, shall be detailed in the Appendix to this Agreement.

ARTICLE VI *Liability of the Parties*

1. In the event of a breach of the obligations arising from this Agreement (hereinafter the “*contract breach*”), the breaching Party shall bear the liability set out in this Agreement and/or in the applicable legislation of Ukraine.
2. A breach of this Agreement shall be deemed to be the non-performance or improper performance of the obligations set out herein.
3. A Party shall not bear liability for a breach of this Agreement if such breach did not occur through its fault (whether intent or negligence).
4. A Party shall not be deemed at fault, and shall not bear liability for a breach of this Agreement, where it can demonstrate that it took all reasonable steps to ensure the proper performance of its obligations hereunder.

ARTICLE VII *Settlement of Disputes*

1. All disputes arising under or in connection with this Agreement shall be settled through negotiations between the Parties.
2. Where a dispute cannot be resolved through negotiations, it shall be settled in court in accordance with the applicable legislation of Ukraine.

ARTICLE VIII *Term and Termination*

1. This Agreement shall enter into force at the moment of its signature by both Parties.
2. Amendments to this Agreement may be made only by mutual consent of the Parties, formalised by way of a supplemental agreement to this Agreement.
3. Termination of this Agreement may be effected only by mutual consent of the Parties, formalised by way of a supplemental agreement to this Agreement.
4. This Agreement shall be deemed terminated from the moment of proper execution by the Parties of the supplemental agreement of termination, unless otherwise provided in such supplemental agreement or by the applicable legislation of Ukraine.

In witness whereof, the Parties have executed this Agreement as of the date first written above.

SIGNATURES *of the Parties*

THE CONTRACTOR

Private Entrepreneur
Khodonovych Andrii Romanovych

USR Extract № 2026593403816
dated 21.12.2020

_____ signature

DATE - - - - -

THE CUSTOMER

Intended Mother

Full name and passport details
to be entered upon signing

_____ signature

DATE - - - - -

THE CUSTOMER

Intended Father

Full name and passport details
to be entered upon signing

_____ signature

DATE - - - - -

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