

No:

Date:

▶ Normal Surrogacy Contract ◀

Parties Involved

1. Surrogate:

- Name: Mrs. _____
- Daughter of: _____
- Residence: _____, Tehran
- Address: _____

- ID card No: _____
- Issued in: _____
- Date of Birth: _____
- National ID No: _____

2. Intended Parents (Lessee(s) of the Uterus):

- Mrs. _____
ID card No / Passport No: _____
Issued in: _____
- Mr. _____
ID card No / Passport No: _____
Issued in: _____
- Permanent Address: _____

3. Facilitator:

IranHealthAgency

- Registered Number: 603545
- Address: Ayatollah Kashani Street, Rozet building, 8th floor, unit 30
- Phone number: 02146102665 - 0989030549050
- Represented by: Soheila Brouji
- National ID Number: 1639878718
- Role: Managing Director and CEO, supervisor of the contract performance

Subject of Lease(optional):

The surrogate agrees to transfer the lessees' fetus into her uterus. The surrogate is officially divorced, as per certificate No. _____ dated _____ and is ready for the transfer.

Term of Contract:

The contract is valid until the pregnancy, childbirth, and delivery of the baby are completed. The term begins from the date of the fetus transfer as certified by Dr. _____ or the clinic/hospital _____.

Rent (Leasehold):

For the entire process of surrogacy, including one embryo transfer and IVF cycles, until one healthy child is delivered, the sum of **17,500 USD** is agreed to be paid by the lessees as follows:

1. **10,000 USD** at the initiation of the process.
2. The remaining **7,500 USD** shall be paid in two parts:
 - **4.500 USD** one month after a positive pregnancy test.
 - **3.000 USD** before delivery, during the 9th month of pregnancy.

Payment Conditions:

1. If the pregnancy gets negative or a miscarriage occurs in the first trimester, 50% of the **total** medical package price will be refunded to lessees. Please note that the facilitator will conduct embryo transfer for the second trimester free of charge.
2. If the pregnancy test is positive and a miscarriage occurs in the second or third trimesters, 25% of the **total** medical package price will be refunded to the lessees.
3. For twins, an additional **1000 USD** per baby will be paid after delivery.
4. If the pregnancy test is negative and frozen embryos are available, another embryo transfer cycle will be conducted.
5. If the pregnancy test gets negative and the intended parents do not have frozen embryo(s), the process should be started from the beginning, "An additional charge of **1500 USD** will be required."

Termination of the Contract:

1. This contract is valid from the date of signing until one year later unless pregnancy occurs, which extends the contract until the newborn's delivery.
2. The contract terminates after the successful pregnancy and delivery of the healthy newborn to the intended parents.

Conditions and Requirements:

1. Payment Responsibilities:

- The intended parents (lessees) will cover all costs associated with preparing the surrogate's (lessor's) uterus, including medical items such as ultrasounds, visits, medications, commuting, and delivery expenses.
- They are also responsible for the costs of the treating physician, clinic, and hospital, as well as any potential fetal illness during the various stages of the surrogacy.
- The lessor disclaims any liability in these capacities.
- All fees will be paid by the intended parents to the facilitator, who will manage all payments related to the surrogacy process on their behalf.

2. Documentation and Record-Keeping:

- All related documents shall be registered and archived exclusively at the designated clinic at, under the physician's supervision, Dr. [Name], who will oversee the surrogacy process.

3. Health and Safety Compliance:

- The lessor commits to all safety and health measures to ensure the fetus's health.
- The lessor must avoid actions or activities that could endanger the fetus's health.

4. Liability for Fetal Health:

- If the treating physician, Dr., certifies that a healthy birth is impossible due to the lessor's fault, the lessor must reimburse the facilitator 30% of the total costs incurred and any amounts received up to that stage.
- The diagnosis and certification by the treating physician in this regard are conclusive, binding, and non-objectionable.

- The lessor swears on the holy book of her religion (Islam) to take necessary measures to protect the fetus's health throughout the surrogacy.

5. Rights to the Newborn:

- The lessor waives any rights to claim or complain regarding the newborn(s) resulting from this surrogacy contract.
- The lessor must deliver the newborn(s) within seven (7) days from the date of childbirth and will receive the entire agreed rent in Iranian Rials (IRR) or Dollars against a written receipt.
- According to sharia, custom, and law, all civil rights, including civil status, naming, obtaining birth certificates, National ID Cards, passports, custody, maintenance, guardianship, and family rights concerning the newborn(s), belong to the lessees.
- Matters related to education, marriage, divorce, and other unforeseen issues concerning the newborn(s) are also the responsibility of the lessees.

6. Exclusive Treatment Location:

- The designated clinic is the exclusive location for treatments under this contract.
- Both parties acknowledge this and understand that Dr. ..., and the facilitator will supervise the contract's performance at all stages.
- Dr. will issue the birth certificate for the newborn(s) resulting from this surrogacy contract.

7. Treatment Process Disturbances:

- If any part of the treatment process is disturbed, resulting in the termination of the treatment as per Clause 4, the lessees' remaining obligations will be revoked.

8. Force Majeure Clause:

- If a miscarriage occurs unintentionally due to force majeure events (acts of God) such as floods, earthquakes, fires, landslides, war, bloodshed, unexpected shocks, improper treatment by the physician, or harmful and unnecessary injections, and this is declared by the mutually agreed arbitrator, the lessor will not be subject to the provisions of Clauses 4 and 7.
- In such cases, the lessees' obligations remain effective and binding.

9. Contract Validity:

- This contract is valid from the signing date until **one year later** unless pregnancy occurs, extending the contract until the newborn's delivery.
- A new contract must be signed to extend the duration beyond this period.

10. Administrative Support:

- The facilitator will handle administrative tasks until Iranian legal documentation is received.
- The facilitator will support the intended parents until they exit the country with their newborn.
- However, the facilitator is not legally responsible for obtaining exit permission or a temporary passport for the newborn from the embassy of the intended parents' country.

Arbitration:

Any disputes will be resolved by a mutually agreed arbitrator, Dr. _____, whose decision is final and binding. The recourse or non-recourse of any party to the arbitrator does not waive their right to seek judicial authorities.

Signatures:

Intended parents

Facilitator (IranHealthAgency)

CEO

Date:

No: