

KNOWN DONOR AGREEMENT

This agreement is made this 4th day of February, 2022, by and between the DONOR, Jordan Lord, and the RECIPIENT, Amalle Dublon, who may be collectively referred to herein as “parties.”

NOW, THEREFORE, in consideration of the promises of each other, Jordan and Amalle agree as follows:

1. Each clause of this AGREEMENT is separate and divisible from the others, and, should a court refuse to enforce one or more clauses of this AGREEMENT, the others are still valid and in full force.
2. Jordan has agreed to provide their semen to Amalle for the purpose of insemination and conception, for the remainder of the 2022 calendar year, or for as long as we both want to keep trying.
3. Jordan agrees to donate their sperm to Amalle freely, without expectation of remuneration.
4. We both acknowledge and agree that Jordan is giving Amalle their semen for the purpose of these inseminations, and does so with the clear understanding that their donation does not confer on Jordan the rights or obligations of guardianship, custody, visitation, or any other parental rights or obligations, with any child or children resulting from the insemination.
5. Each party acknowledges and agrees that Amalle, through this AGREEMENT, relinquishes any and all rights to hold Jordan legally, financially, or emotionally responsible for any child or children that result from the inseminations. Amalle may choose to share their sole parenting responsibility with a partner or partners of their choice. Jordan will not interfere in any decisions Amalle might make to have another person adopt or co-parent said child or children. Amalle acknowledges that they bear full parental responsibility for any child or children conceived through this known-donor insemination.
6. We each acknowledge that Jordan shall not be named as a parent on the birth certificate of any child or children born from the insemination.
7. Additionally, neither of us will identify or refer to Jordan as the parent of Amalle’s child or children.
8. Amalle shall have absolute and sole authority and power to choose a guardian for their child or children. Amalle and such guardian(s) may act with sole discretion as to all legal, financial, medical, and emotional needs of said child or children.
9. Each party acknowledges and agrees that any future contact Jordan may have with any child or children that result from the insemination in no way alters the effect of this agreement. Any such contact will be consistent with the intent of both parties to sever all legal parental rights and responsibilities of Jordan. All agree that any friendship formed between Jordan and the child or children does not construe a parental relationship with any of its concomitant rights or responsibilities.

10. Jordan intends to be available to Amalle's child or children for friendship and ongoing contact, as they (the child or children) desire it.

The word friendship here is curious: open-ended, yet meant to circumscribe and distance the relationship between Jordan and the child in order to shield all parties from the presumption of paternity. Here friendship means "not family." The notion of friendship is a direct rejoinder to the bind of family – because the family relationship precedes and conditions your existence, you are always bound to them, regardless of how you relate to each other. Friendship imagines an intimacy based instead on mutual consent and desire – somewhat incongruously, as the relationship conceived here precedes the existence of at least one of the parties.

The word friendship also oddly implies a relationship among peers. This feels off not so much because of an age or power difference between Jordan and the child or children, but because friendship also necessarily grants all parties the right to voluntarily end it at any time. Jordan has a difficult time picturing the circumstances under which they might say to the child or children, "I'm not your friend anymore." What is the word for a bond that is both unbreakable and contractually un-enforceable?

Jordan agrees to be as available as they can, and as ready to give semen as they can be, during Amalle's fertile days each month during 2022. Our communication is important, because the fertile days are a much-anticipated, semi-predictable window of ripe feelings, lasting perhaps 3 or 4 days, from the first appearance of cervical mucous or a flashing smiley face on the ClearBlue ovulation predictor, until the day after the solid smiley face first appears and Amalle's daily basal body temperature starts a steady rise, confirming ovulation has occurred. This window may shift by a few days each month, so we have to be in touch, connected, open to each other, and ready.

This AGREEMENT, like and unlike other contracts, binds us to uncertainty. Pregnancy is a determinate, determining state: the effect of a definite cause, and the cause of an inexorable effect: conception has occurred, and what is growing inside must inevitably, somehow, come out, a mind-altering prospect. Yet everything about conception, pregnancy, birth, and having a child is also chronically indeterminate, not only because of the physical and chemical opacity and variation of its unfolding, but also because of the temporality of this unfolding. At the time of this AGREEMENT, and for a long time afterwards, none of the parties will know who, how, when, or even whether a child or children will be.

This AGREEMENT is trying to open itself up, impossibly, to accommodate our own impossible openness, to work against its own contractualism. This AGREEMENT seeks to discover its own relationship to the relentless overdetermination and indeterminacy of conception. It seeks to hold itself open against the legally circumscribed paternity that might otherwise threaten to foreclose it. Within the translucent Schrödinger's box of conception, Amalle is both with and without child. How long does superposition last, and when does it collapse? Can we hold at bay the categorical assessments -- medicalization, quantification, testing, insurance; the sexual binarism imposed on everyone involved; and legal circumscription, including this AGREEMENT -- so that all of the parties might make a little room for ourselves, our friends, and/or a child or children?

This document communicates our intentions to different potential readers: the parties themselves, a future child or children, and anyone who might otherwise impose the

presumptive contract of legal paternity on us. We do not intend to co-parent -- but neither do we want to meet the contractual violence of paternity with the violently contractual severing of all connection, care, genetic spooky action at a distance, love, ancestry, etc. Even as Jordan relinquishes all legal rights and obligations of a parent, they intend to be available to the child to share their ancestry and potentially to develop a relationship. We wish to hold open this possibility.

11. One of the boilerplate known-donor agreements on which this AGREEMENT is based includes a note to the parties: "whether or not the points of your contract are enforceable in court, they are important to include for all of your mutual understanding and memory." This describes the purpose of the contract in excess of its legal purpose.

12. Nonetheless, the dilatory language here is not intended as a customization that would allow this AGREEMENT to better fit the parties. It is intended to be a finger pointing into the hole the contract circles around.

13. Amalle and Jordan acknowledge and understand that there may be legal questions raised by the issues involved in this AGREEMENT, which have not been settled by statute or prior court decision. Notwithstanding the knowledge that certain clauses stated herein may not be enforced by a court of law, the parties choose to enter into this AGREEMENT as binding.

14. Each of us acknowledges and agrees that we have signed this AGREEMENT voluntarily and freely, of our own choice, without any duress of any kind whatsoever.

15. Each party acknowledges and agrees that any changes made in the terms and conditions of this AGREEMENT shall be made in writing and signed by both parties.

16. This AGREEMENT reflects the understanding of the parties. There are no promises, understandings, agreements, or representations between the parties other than those expressly stated in this AGREEMENT. In witness whereof, the parties hereunto have executed this AGREEMENT, consisting of 3 typewritten pages, in the City of New York, County of Manhattan, State of New York, on the date and the year first written above.

DONOR  _____

RECIPIENT  _____

WITNESS _____