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Note: Throughout this document, the singular is meant to include the plural and vice versa.

DEFINITIONS

1. **Agency** is defined as a person or business entity (to include the Owners, Directors, and Principals of such entity) that conducts any of the following activities:
 - a. Planning and arranging matching services with Intended Parents (including but not limited to Matching Programs);
 - b. Acquiring or coordinating the services of the professionals involved in third-party assisted reproduction among the Participants as part of the matching services;
 - c. Advertising, recruiting, or obtaining personal information regarding Donors, Surrogates, or Intended Parents;
 - d. Directing, having real or apparent authority over, or supervising, directly or indirectly, the third-party assisted reproduction arrangement between Intended Parents, Donors, or Surrogates; or
 - e. Using in connection with one's name or employment the words or terms "Agency," "Agency owner," "Matching Program," or any other word, term, title, or picture, or combination of any of the above, that when considered in the context in which used would imply that such person or entity is engaged in the practice of agency ownership or that such person or entity is holding herself or himself out to the public as being engaged in the practice of providing services related to matching Donors, Surrogates, or Intended Parents.

Guideline: This definition is intended to cover only entities and individuals that meet the Agency definition. It is not intended to cover entities or individuals (e.g., attorneys or other professionals) who work with Agencies but do not have a Matching Program. It is also not intended to apply to sperm banks.

2. **Assisted Reproductive Technology** (ART) is defined as the treatments or procedures that include the handling of eggs, sperm, or embryos by a medical professional for the purpose of establishing a pregnancy and establishing the pregnancy by means other than through sexual intercourse.
3. **Base Compensation** is defined as the minimum base fee the surrogate will receive for completing her services as specified in her surrogacy agreement without any additional milestone or contingent payments.
4. **Base Compensation Package** is defined as Base Compensation plus all payments a Surrogate is guaranteed to receive for milestone services completed as specified in her surrogacy agreement (e.g., medication start, embryo transfer, nonaccountable monthly allowance). It does not include Contingent Compensation payments.

Guideline: This term has also been referred to as “benefit package” or “compensation package,” which are considered to be synonymous terms.
5. **Child** is defined as an individual born pursuant to Assisted Reproduction.
6. **Contingent Compensation** is defined as those additional payments that may or may not be paid to the Surrogate depending on whether certain contingencies occur (e.g., doctor-ordered bed rest, lost wages, cesarean section, loss of reproductive organs, invasive procedures, miscarriage, multiple gestation, repeat journeys, the status of the Surrogate’s insurance coverage, etc.).
7. **Donor** is defined as a Gamete Donor or an Embryo Donor.
 - a. **Gamete Donor** is defined as a person other than an Intended Parent who contributes eggs or sperm for use in ART and relinquishes all present and future parental and inheritance rights and obligations to the resulting Child.
 - b. **Embryo Donor** is defined as the individual with dispositional control of an Embryo who provides it to another Intended Parent for gestation and relinquishes all present and future parental and inheritance rights and obligations to the resulting Child.

c. Types of Donations

- i. **Directed (Identified) Donation** - Describes an arrangement in which Intended Parents and a Donor have a pre-existing relationship. The Donor could be a friend, sibling, family member, or even a neighbor. Previously, this arrangement was referred to as a “known” donation.
- ii. **Open Donation** - Describes an arrangement in which the Intended Parents and the Donor can meet and/or have a telephone and/or video conference. In these arrangements, the Participants also agree to exchange full identification and contact information. The level of communication beyond this initial interaction will vary. Some relationships may continue to grow, while others will leave the door open to communication only if medically necessary or if the resulting Child wishes to know more.
- iii. **Semi-open** - Describes an arrangement in which the Intended Parents and the Donor do not know each other’s identities; however, they may exchange first names and may have restricted communication facilitated by an Agency, donor registry, or an attorney. The Intended Parents and Donor do not communicate directly with one another. Communication may be limited to emails, letters, Agency correspondence, or meeting each other in person by video or by telephone. Generally, the Participants do not communicate beyond this interaction and do not exchange full contact information.
- iv. **De-identified** - Describes an arrangement in which the Intended Parents and the Donor do not know each other’s identities and do not intend to contact one another in the future. Aliases such as “Intended Mother,” “Intended Father,” “Intended Parent,” and “Donor ID Number/ First Name” may be used in the direct written agreement between the Participants. The Intended Parents will typically only view a Donor’s profile through a Matching program’s website. Previously, this arrangement was referred to as “Unknown” or Anonymous Donation.”

8. **Guidelines** are defined as those supplemental provisions that are intended to provide more extensive guidance/advice around the best practices set forth in the Standards and are not mandatory. Guidelines provide support to and expand on directions provided by the Standards. Guidelines have been developed to assist Members with decisions regarding their operations and care of their Participants. Guidelines are not intended to be a protocol to be applied in all situations and cannot substitute for the individual judgment of the Members based on their knowledge of the Participants and specific circumstances. The recommendations contained in Guidelines may not be

the most appropriate approach for all situations. Ethics and Agency practices are constantly changing, and Members should not rely solely on the Guidelines.

9. **Intended Parent** is defined as an individual, married or unmarried, who manifests the intent to parent the Child and to be legally bound as the parent of the Child resulting from assisted reproduction.
10. **Matching Program** is defined as services or a program in which Intended Parents are introduced to a Donor and/or a Surrogate for the purpose of leading to a formal match, to start a third-party ART journey.
11. **Member** is defined as an active SEEDS member as defined in the SEEDS bylaws.
12. **Participant** is defined as an Intended Parent, Donor, or Surrogate, whether or not a written understanding exists with an Agency.
13. **Record** is defined as a document identifying the Participants or signed between the Agency and any Participant or among the Participants to initiate or facilitate the process inscribed in a tangible medium or stored in electronic format that is retrievable.

Guideline: Records do not include emails, drafts, etc. Rather, for purposes of this definition, Records are the necessary structural documents of a journey (e.g., Service Agreement, escrow agreement, retainer agreement, gestational carrier agreement, Donor agreement, etc.). This distinction is important because the Standards require Record retention. Notwithstanding the foregoing, we recommend you keep emails and other written substantive communication with the Participants.

14. **Service Agreement** is defined as a written agreement between an Agency and Intended Parents describing the services to be performed. This may also be referred to as a retainer or engagement agreement.
15. **Standards** are defined as the mandatory requirements for SEEDS membership that set forth minimum best practices.
16. **Surrogate** is defined as an individual who is not the Intended Parent and does not intend to parent the Child, but who agrees to become pregnant on behalf of an Intended Parent through assisted reproduction with the intention of gestating and delivering the Intended Parent's Child. It includes both a Gestational Surrogate and a Traditional (or Genetic) Surrogate.

- a. **Gestational Surrogate** is defined as an adult, not an Intended Parent, who enters into a surrogacy arrangement to bear a Child and who is not a Gamete Donor for the Child.

- b. **Traditional (or Genetic) Surrogate** is defined as an adult, not an Intended Parent, who enters into a surrogacy arrangement to bear a Child and who is also the Gamete Donor for the Child.