



What are the financial and legal rights for sperm donors?

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Sperm donations through licensed clinics have gradually been falling since the law changed in 2005 giving rights for donor children to know the identity of their biological fathers on turning 16 and 18.

This has put off many would-be donors – in fact one sperm bank in Birmingham had to close altogether in 2017 after donor numbers fell to just nine in two years. At the same time, demand for donated sperm has been rising, as social attitudes towards both single parenting and gay relationships and marriage have changed.

Little wonder that single women, lesbian gay couples and heterosexual couples with fertility issues have been turning to known sperm donation in the UK and anonymous donation abroad.

Aside from falling donor numbers, when you consider that some 95 percent of would-be sperm donors to licensed clinics are rejected anyway because of their rigorous screening processes (detailed checks on the health of sperm and on donors' medical histories), the appeal of the wider sperm donation market becomes obvious. And of course, buying sperm from overseas opens up whole new domains of supply.

But the risks are considerable – not just from a health point of view, but in terms of the legal position for the parties involved in sperm donations from these unlicensed sources.

The law in relation to sperm donation is highly contentious. It can have significant implications for both sperm donors and the recipient families. For some known sperm donors they may not appreciate that they will be liable for child support; for others they may misunderstand their legal status in relation to access rights and their involvement with the child. For recipients, they may not have bargained for a known donor trying to become involved in their family.

The law in this area is complex and the following provides a brief summary of the potential legal consequences:

- Known sperm donation through sexual intercourse/natural insemination
- Known sperm donation through DIY artificial insemination
- Sperm donation through a licensed clinic

A sperm donor who donates through ordinary sexual intercourse, also referred to as 'natural insemination' will always be the legal father of any child conceived. This means that the legal father will be liable for child support, irrespective of whether his name is placed on the child's birth certificate. Intended parents should be cautious about this type of arrangement if they wish to safeguard their family from future interference from their donor.

The position is more nuanced for a sperm donor who provides his sperm for a DIY home artificial insemination. He may or may not be the legal father depending on the circumstances. If he donates to a single woman he is likely to be the legal father of the child conceived, irrespective of whether his name is placed on the child's birth certificate.

If however he donates to a married or civilly partnered couple, he is not likely to be the legal father, as the married or civilly partnered couple will both be the legal parents of the child. Again, both parties should be aware of the potential legal implications in terms of their financial obligations and their ongoing relationships.

Finally, an anonymous sperm donor who registers with a UK clinic and donates his sperm to unknown recipients is able to ensure that he will not be the legal father of any child conceived, as the donor's rights and responsibilities to the child can be signed away in law before the donation is made. This means he is likely to be protected from legal, financial and inheritance claims, although a donor child may have access to information about him later in life.

So, the point about sperm donation, other than in a licensed clinic means that a donor may become a legal parent by default, opening themselves up to claims for child support down the line, or opening the recipient families up to interference by a 'legal father' at a later date if he changes his mind about staying away.

One way of minimising risks is a clearly drafted pre-conception agreement, stating the parties' intentions now and in the future. This will go some way to keeping an arrangement on track if either party (donor or recipient) changes their mind about how they want the arrangement to work at a later stage. Legal advice in this respect can make all the difference in ensuring that your agreement is as watertight as possible, but it cannot provide a complete guarantee.

My advice is ALWAYS seek legal advice **before** embarking on such arrangements.