

**Contract Nr. \_\_\_\_**  
on medical fertilization

Riga

Year 201\_ \_\_\_\_\_

*woman`s given name, last name* \_\_\_\_\_

Personal number: \_\_\_\_\_

Declared residence: \_\_\_\_\_

hereinafter – the **Woman**, and

*partner`s given name, last name* \_\_\_\_\_

Personal number: \_\_\_\_\_

Declared residence: \_\_\_\_\_

hereinafter – the **Man**, hereinafter jointly referred to as **the Patient** acting on the basis of free will, on the one hand, and

**Privātklīnika Jūsu Ārsti, SIA „VASU**

Unified reg. nr.: 40103449875

Address: Apuzes street 14, Riga, LV-1046

Bank account: A/S „Swedbank”, HABALV22

Account Nr.: LV06HABA0551031338863

hereinafter in the text – **the Clinic**, in the name and interest of which on the basis of the Regulations acts its Chairman of the Board Aleksandrs Kuharjonoks, on the other hand, the Patient and the Clinic jointly hereinafter referred to as **the Parties**, expressing their free will, without duress, fraud and coercion have agreed and concluded the present Contract on the following:

## 1. SUBJECT OF CONTRACT

**1.1.** Under the present Contract, the Clinic undertakes to provide paid medical service – medical fertilization to the Patient (*mark the appropriate with X*):

- instrumental transfer of the male sperm into the woman`s genitals(IUI):
  - partner`s sperm;
  - donor`s sperm;
- In vitro fertilization:
  - instrumental connection of an ovum with spermatozooids outside the woman`s body and transfer of the fertilized ovum into the woman`s uterus(IVF);
  - instrumental transfer of one spermatozoid into the ovum cytoplasm outside the woman`s body and transfer of the fertilized ovum into the woman`s uterus. (ICSI).

**1.2.** The Patient agrees that embryos originates from (mark the appropriate with X ):

- Woman`s eggs;
- Donor`s eggs;
- Partner`s sperm;
- Donor`s sperm;

**1.3.** The Patient agrees that embryos originates from (mark the appropriate with X):

- Derived embryos;
  - Embryos after freezing/thawing;
  - Anonymously donated embryos;
- will be transferred into the uterus cavity.

## 2. RIGHTS AND OBLIGATIONS OF THE PATIENT

**2.1.** The Patient is entitled:

- 2.1.1.** to get information about basic principles of sexual and reproductive health promotion and care, birthrate planning and contraception;
- 2.1.2.** to get information about options of receiving services and procedure of payment for services. This information is publicly available;
- 2.1.3.** . to know the given name, last name, position, profession, specialty and qualification of all attending physicians and other medical persons involved in the health care process;
- 2.1.4.** .to receive information from the attending physician about his health status, as well as the right to get information about the medical fertilization results, unintended outcome and reasons for it;
- 2.1.5.** to get information about the provided medical fertilization services and substantiation of the completion of medical fertilization, as well as to get information about results of diagnostic tests and functional assessments carried out (excerpts, transcripts and copies), instructions and recommendations on further treatment and social services, and, if necessary, to receive a referral to another medical establishment for continuing treatment;
- 2.1.6.** to refuse of receiving information specified in the present Contract. The Patient shall express his refusal orally, in writing or through practices that clearly confirm it;
- 2.1.7.** to refuse of medical fertilization before its commencement, method used in medical fertilization without refusing of the whole or to refuse of medical fertilization during its process;
- 2.1.8.** to get information about the use of information included in Patient`s medical documents in accordance with the existing statutory procedure;
- 2.1.9.** to get acquitted with his medical documents, to get access to his data, which are held by the Clinic, to require and receive excerpts, transcripts and copies in accordance with a price list approved by the Clinic, except the stipulated by the Law on Personal Data Protection Law;
- 2.1.10.** to require that an attending physician shall make additions or corrections in medical documents, if the Patient reasonably believes that the information is inaccurate or incorrect. By making corrections in medical documents the Clinic provides the storage of incorrect information respectively clarifying or supplementing it and notifying an attending physician on it.

**2.1.11.** in case donor`s gametes are used for the Patient, the potential parents, their parents and guardians are not entitled to demand the acknowledgment of paternity for a child conceived in medical fertilization.

**2.2.** The Patient is obliged:

**2.2.1.** to acquire basic knowledge on sexual and reproductive health promotion and care, to care of his own and his partner`s sexual and reproductive health, to plan birthrate, to check his health before conception, to avoid abortion and to choose birth control means without reproductive health risk;

**2.2.2.** to take care of his health and do not expose himself to undue risks;

**2.2.3.** to pass his personal data (including sensitive) to the Clinic to the extent that allows medical staff to identify the Patient and provide qualified health care services;

**2.2.4.** to actively take part in the treatment and to provide information to the attending practitioner to the best of his ability and knowledge:

**2.2.4.1.** required for ensuring the treatment (medical fertilization);

**2.2.4.2.** on his diseases that could endanger the life or health of other people;

**2.2.4.3.** on previously given consents and refusals in respect to the treatment;

**2.2.4.4.** on changes of health status occurred during the treatment.

**2.2.5.** to comply with the Clinic`s regulations of establishment, patient treatment description and instructions of a medical practitioner;

**2.2.6.** to present an identity document by demand of a medical practitioner of the Clinic;

**2.2.7.** to pay for the services set in the present Contract in the order set in the Contract and laws and regulations;

**2.2.8.** to respect rights of other patients and staff of the Clinic by exercising his own rights;

**2.2.9.** by demand of the Clinic to immediately provide the information and medical investigation results on the course of pregnancy and child birth.

### **3. ACKNOWLEDGMENT OF THE PATIENT**

**3.1.** The Patient, by signing the present Contract, gives the informed consent and certifies that he has received answers to all his given questions, and that he freely gives his consent on providing services specified in section 1 of the Contract on the basis of information on the purpose, risk, consequence and used methods timely provided by a medical person of the Clinic.

**3.2.** The Patient, by signing the present Contract, confirms that she has received clarifications given by a Clinic`s specialist prior to the commencement of medical fertilization procedure on the sense of medical fertilization, required procedures, expected results, as well as potential difficulties, potential complications, including potential genetic and medical complications that may occur to a child.

**3.3.** The Patient is aware and agrees that in the process medical fertilization she may undergo anesthesia and medicines, int.al. hormonal medications.

**3.4.** The Patient is aware that as a result of the treatment performed by the Clinic pregnancy may not occur. If the Clinic has performed treatment suitable for the Patient`s health status, the Patient is not entitled to make claims of any kind against the Clinic.

**3.5.** The Patient, by signing the present Contract, gives the Clinic his consent for processing his sensitive data. The Patient passes his personal data (including sensitive) to the Clinic, when he registers at the Clinic, by providing the information to the Clinic personally, as well as by obtaining by the Clinic the information from a unified electronic health information system, identity documents, medical diagnoses (test results), information about test results from specialists or as a result of medical procedures performed by the Clinic, etc.

**3.6.** The Patient agrees that Patient`s data fixed in medical documents may be used for researches. The Clinic provides Patient`s data for research needs by making a note about it in medical documents.

**3.7.** The Patient is aware that a child born as a result of medical fertilization is considered as born inside marriage, if the potential parents` marriage was registered on the moment of medical fertilization. In cases, when the potential parents` marriage is not registered, provisions of the Civil Law and other provisions of applicable laws are applied for the determination of legal status of the child.

### **4. RIGHTS AND OBLIGATIONS OF THE CLINIC**

**4.1.** The Clinic is entitled:

**4.1.1.** to get from the Patient personal data (including sensitive) with the purpose to process the personal data (including sensitive) and to use them for providing qualified health care services, int.al. ensuring the recognition of Patient, patients` treatment needs, administration of health care services, distribution of medicines and medical equipment or their administration, collection of statutory statistical information, as well as in order to include information in medical records that ensures the recognition of Patient, confirms the diagnosis and treatment methods, as well as depicts the treatment and medical investigation results.

The justification of the transfer of personal data (including sensitive) are existing laws and regulations, including but not limited to the Law on Personal Data Protection, Law on Patients` Rights, Medical Law and legal acts made thereunder.

**4.1.2.** to disclose information about the Patient only by a Patient`s written consent, except persons and institutions specified in laws and regulations in cases and order specified in laws and regulations;

**4.1.3.** to ensure the Patient`s right to get acquitted with medical documents to the extent that is without prejudice to the rights of third persons, if the Patient`s medical documents contain information about sensitive data of other person or information provided by a third party and asked not to disclose to the Patient;

**4.1.4.** to use Patient`s data fixed in medical documents in research in case of existing one of the following conditions:

**4.1.4.1.** it is impossible to directly or indirectly identify the Patient on the basis of information analyzed;

**4.1.4.2.** The Patient has agreed in writing that the information on him is being used in a certain research.

**4.1.5.** to immediately unilaterally terminate the present Contract, if the Patient requests the Clinic to take actions that are not permitted in cases specified in laws and regulations or medical procedure may result in damage to the Patient`s health;

**4.1.6.** to disclose to the Patient only information on the genetic and anthropometric data of the donor of gametes, if the Patient uses donor`s gametes;

**4.1.7.** Patient`s personal data (including sensitive) shall be recorded in (*mark the appropriate with X*):

Unified electronic health information system, which manager and holder is the National Health Service, contact address: Cēsu street 31,K-3, Riga, Latvia, LV1012;

State statistical reports database of health care industry, which manager and holder is the Centre for Disease Prevention and Control, contact address: Dunties street 22, Riga, LV-1005;

Medical fertilization contracts registration journal which manager and holder is SIA VASU, contact address: Apuzes street 14, Riga, LV-1046;

**4.1.8.** to provide statistical information about the medical fertilization to the Law on State Statistics and Medical Treatment Law;

**4.1.9.** Patient`s personal data (including sensitive) shall be kept for as long as required by applicable laws and regulations on record-keeping procedure of medical establishments.

**4.1.10.** In the cases provided by the regulatory enactments gametes and/or embryos and all information (including traceability data) related to them that is stored at the Clinic shall be transferred to another competent centre, that has a corresponding permit to use gametes and to execute certain activities with them on the basis of mutually prepared agreements and standard procedures and according to the same regulations as provided within this Agreement.

**4.2.** The Clinic is obliged:

**4.2.1.** to ensure the confidentiality of the Patient by keeping and not illegally disclosing Patient`s data, and to protect information about the Patient pursuant to regulatory acts on physical persons` data protection. The information shall not be disclosed also after Patient`s death unless requested by a Patient`s spouse, but if there is none – the next relative of full age and legal capacity in the following order: Patient`s children, Patient`s parents, Patient`s brother or sister, Patient`s grandparents, patient`s grandchildren, if:

**4.2.1.1.** providing information may affect mentioned persons` life and health, or to facilitate providing health care services to them;

**4.2.1.2.** information is related to the cause of death of the Patient or treatment prior to his death;

**4.2.2.** not to disclose Patient`s data to the donor of gametes, if the donor`s gametes are used for the Patient;

**4.2.3.** to comply with limits in medical fertilization stipulated by laws and regulations;

**4.2.4.** to comply with the prohibition on the use of medical fertilization and other technologies, which results in a born human being genetically identical to another living or deceased human being.

## **5. PAYMENT PROCEDURE**

**5.1.** The Patient undertakes to pay the Clinic for receiving services set in the present Contract in accordance with the performed procedures and used medicines. Amount to be paid by the Patient shall be determined in accordance with a medical services price list of the Clinic.

**5.2.** The Patient shall pay the payable amount to the Clinic on the day of procedures before the procedures are performed by the Clinic`s medical staff.

**5.3.** If the Patient refuses of the present Contract (medical fertilization) or the Clinic unilaterally terminates the present Contract on the basis of Paragraph 6.2 of the Contract after the commenced procedures, the Patient is obliged to pay the Clinic for the actually performed procedures un used medicines until the moment of the termination of the Contract.

**5.4.** If the Patient delays or does not settle payments specified in the Contract, the Clinic is entitled not to commence or to stop the execution of the Contract, and when the delay amounts to 3 days, the Clinic is entitled to unilaterally terminate further operation of the Contract.

**5.5.** If the Patient delays the settlement of payments for the performed procedures and used medicines by the deadline set in the Contract (Paragraph 5.2 of the Contract), the Patient shall pay the Clinic a penalty of 0,5% of the amount payable by the Patient for each day of delay.

## **6. DURATION OF THE CONTRACT**

**6.1.** Procedures to be carried out under the present contract, int.al. deadlines of gametes extraction procedure, shall be set by agreement with Clinic`s specialist taking into account results of Patient`s health tests.

**6.2.** The Clinic has an unilateral right to terminate the present Contract and stop the procedures initiated by the Clinic, if, on the basis of results of tests performed to the Patient, considers that the medical fertilization in the order set in the Contract is not advisable or it is considered dangerous to life and/or health of the Patient.

**6.3.** The Patient has an unilateral right to terminate the present Contract and stop the initiated procedures, if he does not want to receive services provided by the Clinic anymore. In this case, the Patient is obliged to pay the Clinic for medical investigations performed prior to the termination of the Contract.

## **7. FINAL PROVISIONS**

**7.1.** The Contract shall enter into force on the day of its signature and shall be valid until the fulfillment of parties` obligations.

**7.2.** The present Contract may be terminated prior to maturity by mutual written agreement between the Parties or in the cases specified in the present Contract.

**7.3.** All amendments and supplements of the present Contract will be effective, if they are in writing and signed by the Parties.

**7.4.** Parties are obliged not to disclose to third person information that they have become aware of, when executing liabilities according to this Agreement, except in cases as provided by the regulatory enactments, including when providing the gametes and information to another centre of tissue on the basis of mutually prepared agreements and standard procedures, as provided by the regulatory enactments in force.

**7.5.** Disputes arise during the execution of the present Contract shall be settled in the procedure provided by laws and regulations of the Republic of Latvia.

**7.6.** The present Contract has been made in two copies, one for each party, each of them has the same legal force.

**7.7.** The Parties, by signing the present Contract, certify that they are aware of the meaning and significance

**7.8.** The Clinic and the Patient certifies and warrants to each other with their signatures under the present Contract that they have requisite power and authority to enter into the present Contract.

**On behalf of the Clinic**

**Patient (Woman)**

**Patient (Man)**

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