



# 2021 Conference Sponsorship Agreement

## Sponsor Agreement

This agreement is between Men Having Babies, Inc. (“MHB”) and the sponsor named in this agreement (the “Sponsor”) for participation by the Sponsor in the Men Having Babies conference or seminar (the “Event”) taking place on said date and at said location by (the “Host”). Sponsor agrees to the tabling/sponsorship fee (and the optional breakout sessions, office space, and/or optional underwriting opportunities fees, if applicable) and costs for sponsorships (the “Fees”). A table space will be assigned by MHB and provided by the Host at least two days before the Event date.

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## Terms & Conditions

The Sponsor agrees that the rules for the Event, set forth below, will be strictly complied with by the Sponsor and by its employees, staff, agents, and guests.

1. Sponsor shall pay the Fees in full in advance of participation in the Event by the invoice’s due date, but no later than 90 days before the event day. If Sponsor’s Fees are not received by this date, MHB reserves the right to modify placement within the expo and/or cancel any reservation by Sponsor, including table and sponsored sessions. Should the Sponsor cancel or be unable to participate in the Event for any reason, they will be eligible for a refund based on the following schedule.

### Cancellation Policy / Refund Eligibility:

- More than 90 days prior to the event date, full refund minus 10% deposit.
- 90 days prior to the event date, 75% refund minus 10% deposit.
- 60 days prior to the event date, 50% refund minus 10% deposit.
- 45 days prior to the event date, no refund.

If the Event is cancelled by MHB or the Host, the Sponsor will be eligible for credit for future MHB events for the otherwise non-refundable portion of the fees (unless Sponsor chooses to donate the funds to MHB). Please note that cancellation on the part of the Sponsor may not excuse full or partial payment of Fees. For refund calculation, the effective cancellation date will be the date of receipt of a written / email notice by the Executive Director or Finance Manager at MHB. Nonpayment of Fees may result in Sponsor not being allowed back at future events held by MHB.

2. Due to the unique nature of the Gay Parenting Expo, and cultural sensitivities around commercial attitudes to family building, Sponsor is asked to refrain from over-commercialized practices, including:
  - Exhibit tables shall not include display monitors larger than 17”, **elaborate exhibit displays / contraptions** - including balloon arches, or backdrops.
  - Playback of **music** or **audible** video is not permitted.
  - **Raffles or giveaways** of free surrogacy or medical services, and /or any other gifts valued at more than \$100 is not permitted.
3. In some venues, Bronze (and possibly also Silver) Sponsors will receive a table in a well accessed room adjacent to the main exhibit hall.
4. Sponsor’s table will be cleared and all materials removed no later than 30 minutes past the exhibit/expo closing time on the final day of the event.
5. MHB, their co-sponsors, and/or the Host will not be held liable for damages to, or loss of property belonging to Sponsor and its employees, staff, agents, and guests.
6. Sponsor agrees not to host or promote any independent event or client consultations during the official conference hours, starting **Friday evening** and until the time on Sunday when the last session ends, without prior approval from MHB.
7. For a period of 10 days before the commencement of the Event date, providers will not participate (sponsor) or host any marketing event(s) for Intended Parents (IPs) (excluding private consultations or alumni events) in the host city.
8. MHB reserves the right to refuse space to any Sponsor applicant subject to space availability and/or compliance with MHB best practice policies.

## **MHB’s Baseline Protocols for Providers**

The Men Having Babies Board determined that **Surrogacy Agencies** (or representatives of surrogacy agencies) that wish to participate at our conferences and in the Gay Parenting Assistance Program (GPAP) are required to offer surrogacy services adhering to the following Baseline Protocols to all IPs, and state so publicly on their website. In cases where **Clinics** also perform matching and coordination tasks, they also must ensure all applicable Baseline Protocols are adhered to.

The following are the Baseline Protocols that MHB considers as the most critical standard for an ethical surrogacy journey:

**Informed consent:** The personal commitment and medical risks associated with egg donation and surrogacy, including possible complications and invasive procedures, should be fully explained by the clinic to all parties involved before any contracts are signed or medical procedures commence. Surrogates and donors should be informed about their right to receive such advice before, during, and after the medical treatments from an independent medical professional who is not directly compensated by the IPs.

**Medical screening:** Clinics should medically screen prospective donors and surrogates to ensure they are healthy and likely to complete the process with minimal risk to themselves and the child. The screening professional should be financially independent from the agency or any entity that receives a fee for finding medically suitable candidates, to avoid a conflict of interest.

**Social and psychological screening:** Agencies should conduct screening and take steps to ensure that surrogates and donors are aware of the potential stressors associated with the journey, demonstrate sufficient social-emotional wellness to participate in the journey, and have the required supportive environment. In particular, steps should be taken to ensure that the surrogacy journey will not adversely and irreparably affect the surrogate's close social relationships, and that her safety and long-term wellbeing will not be jeopardized due to social stigma or disapproval.

**Medical terms:** The agency should facilitate an agreement among the parties prior to contract signing regarding planned and contingent medical treatments. These should include the following: limitations to the number of embryos to be transferred, the number of transfer attempts, invasive diagnostic procedures (for example: amniocentesis), selective reduction, termination, and the method of delivery.

**Contracts:** Providers shall not commence with any medical treatments before contracts are signed between the parties that detail all obligations, restrictions, compensations, and planned medical procedures. These contracts should remain accessible to all parties throughout the journey.

**Legal representation:** Agencies and attorneys shall make sure that surrogates and donors have effective and independent legal representation in contract negotiations and finalization procedures. Exceptions may only be made in uncontested parentage proceedings in which no conflict of interest exists or is likely to arise among the parties, or where good faith efforts have been made to ensure such representation without success.

**Financial mediators:** Agreed compensation, expense reimbursement, and other financial arrangements affecting the surrogate and donor should be fully disclosed to them, and paid to them or accounts owned by them, directly or through an escrow account. Should mediators or other individuals claim to represent the surrogate or donor financially, to the extent permitted by law, such arrangements or commissions should be fully disclosed to and consented by all parties in advance, and payments to mediators should not exceed those terms at any point throughout the journey.

**Language:** Agencies and clinics should make sure that medical risks and contracts are explained to the surrogate and donor in a language they fully understand, and that the contract they sign is available in the language of their choice. Support and coordination functions should also be offered in the donor's and surrogate's language, and arrangements made to facilitate direct communication between the surrogate and IPs in the mutually agreed form and scope.

**Insurance:** The agency should make sure that the donor and surrogate have suitable medical insurance and life insurance in effect before medical treatments commence, and last until they have fully recuperated from the donation or delivery, respectively. Applicable medical insurance should be in place for the surrogate even if IPs plan to pay for all pregnancy and labor charges privately, to cover her in cases of complications or other medical problems during the journey.

**Accommodations:** In cases where a surrogate agrees or desires to relocate to the vicinity of the clinic for any length of time during the journey, steps should be taken to ensure that she has ongoing access to her family and other sources of support, and that she is able to leave the facility at will.

**Meeting the child:** Regardless of the nature of the relationship between the parties, agencies need to ensure that at the very least, the surrogate has the right to see and hold the child she carried after the delivery.

\* From: [MHB Framework-for-Ethical-Surrogacy-for-IPs 2016-09-06](#)