

SENATE BILL 208

D4
SB 792/13 – JPR

4r0360
CF HB 236

By: **Senators Kelley, Forehand, and Raskin**
Introduced and read first time: January 16, 2014
Assigned to: Judicial Proceedings

Committee Report: Favorable with amendments
Senate action: Adopted
Read second time: March 14, 2014

CHAPTER _____

1 AN ACT concerning

2 **Maryland Collaborative Reproduction Act**

3 FOR the purpose of establishing the Maryland Collaborative Reproduction Act;
4 establishing the purposes of this Act; establishing certain rights and obligations
5 of certain intended parents who use gamete or embryo donors to conceive a child
6 through collaborative reproduction; establishing certain rights of a child
7 conceived through collaborative reproduction; establishing that a gamete or
8 embryo donor is not a parent of a child conceived through collaborative
9 reproduction under certain circumstances; establishing that a gestational
10 carrier agreement is enforceable in the State under certain circumstances;
11 specifying certain requirements for parties who enter into a gestational carrier
12 agreement; specifying certain requirements for the contents of a gestational
13 carrier agreement; requiring a gestational carrier agreement to be approved by
14 a circuit court prior to the embryo transfer; requiring the parties to a
15 gestational carrier agreement to jointly petition for approval of the agreement;
16 establishing the jurisdiction of the circuit court; specifying the contents of the
17 petition; requiring the court to hold a hearing on the petition within a certain
18 period of time; requiring the court to hold separate hearings under certain
19 circumstances; requiring the petitioning parties to be present at the hearing;
20 requiring the court to issue an order approving the gestational carrier
21 agreement if the court makes certain findings; requiring a certain hearing to be
22 closed to the public; establishing that certain records are not subject to public
23 inspection except under certain circumstances; specifying the effect of the
24 dissolution of the marriage or partnership of a gestational carrier or an
25 intended parent on a gestational carrier agreement; prohibiting an embryo

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 transfer from occurring under certain circumstances; specifying the effect of an
 2 unauthorized embryo transfer; specifying the effect of the death of an intended
 3 parent on a gestational carrier agreement; authorizing an intended parent or
 4 gestational carrier to revoke consent to a gestational carrier agreement under
 5 certain circumstances; providing for the resolution of disputes under a
 6 gestational carrier agreement; authorizing a party to a gestational carrier
 7 agreement to file a petition for parentage; establishing the jurisdiction of a
 8 circuit court of the State over a petition for parentage under certain
 9 circumstances; specifying the required contents of a petition for parentage;
 10 requiring a court to issue an order of parentage under certain circumstances;
 11 establishing the legal effect of an order of parentage; requiring an order of
 12 parentage to be sealed under certain circumstances; requiring that, in the
 13 absence of an order of parentage, the parentage of a child born as the result of a
 14 gestational carrier agreement be determined in a certain manner; providing for
 15 the issuance of a birth certificate under certain circumstances; prohibiting
 16 certain persons who have been convicted of certain crimes from being involved
 17 in the business of collaborative reproduction; establishing certain criminal
 18 penalties; requiring a certain person to register with the Department of Health
 19 and Mental Hygiene under certain circumstances; specifying the information
 20 that a person required to register must provide to the Department; requiring
 21 the Department to publish certain information on its Web site; authorizing the
 22 Department to adopt certain regulations; defining certain terms; providing for
 23 the application of this Act; making the provisions of this Act severable; and
 24 generally relating to the Maryland Collaborative Reproduction Act.

25 BY adding to
 26 Article – Family Law
 27 Section 5–901 through ~~5–914~~ 5–916 to be under the new subtitle “Subtitle 9.
 28 Maryland Collaborative Reproduction Act”
 29 Annotated Code of Maryland
 30 (2012 Replacement Volume and 2013 Supplement)

31 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
 32 MARYLAND, That the Laws of Maryland read as follows:

33 **Article – Family Law**

34 **SUBTITLE 9. MARYLAND COLLABORATIVE REPRODUCTION ACT.**

35 **5–901.**

36 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
 37 **INDICATED.**

38 **(B) “ASSISTED REPRODUCTION” MEANS THE LABORATORY AND**
 39 **MEDICAL PROCEDURES PERFORMED BY A MEDICAL PROFESSIONAL IN WHICH**

1 HUMAN GAMETES ARE USED OUTSIDE THE BODY FOR REPRODUCTIVE
2 PURPOSES.

3 (C) "CHILD" MEANS A CHILD WHOSE BIRTH RESULTS FROM ASSISTED
4 REPRODUCTION.

5 (D) "COLLABORATIVE REPRODUCTION" MEANS ASSISTED
6 REPRODUCTION THAT INVOLVES A GESTATIONAL CARRIER, A GAMETE DONOR
7 OR AN EMBRYO DONOR, OR BOTH.

8 (E) (1) "EMBRYO" MEANS A FERTILIZED EGG UNTIL THE EIGHTH
9 WEEK OF A PREGNANCY.

10 (2) "EMBRYO" INCLUDES A SINGLE EMBRYO OR TWO OR MORE
11 EMBRYOS.

12 (F) "EMBRYO DONOR" MEANS AN INDIVIDUAL OTHER THAN AN
13 INTENDED PARENT WHO CONTRIBUTES EMBRYOS FOR USE IN COLLABORATIVE
14 REPRODUCTION.

15 (G) "EMBRYO TRANSFER" MEANS THE MEDICAL PROCEDURE OF
16 TRANSFERRING AN EMBRYO TO A UTERUS.

17 (H) "GAMETE" MEANS A HUMAN REPRODUCTIVE CELL, EITHER A SPERM
18 OR AN EGG.

19 (I) "GAMETE DONOR" MEANS AN INDIVIDUAL OTHER THAN AN
20 INTENDED PARENT WHO CONTRIBUTES GAMETES FOR USE IN COLLABORATIVE
21 REPRODUCTION.

22 (J) "GESTATIONAL CARRIER" MEANS A WOMAN OTHER THAN AN
23 INTENDED PARENT OR A GAMETE DONOR WHO AGREES TO BECOME PREGNANT
24 FOR AN INTENDED PARENT WITH THE INTENTION OF GESTATING AND
25 DELIVERING THE INTENDED PARENT'S CHILD.

26 (K) "GESTATIONAL CARRIER AGREEMENT" MEANS A WRITTEN
27 CONTRACT BETWEEN A GESTATIONAL CARRIER, HER SPOUSE OR PARTNER, IF
28 ANY, AND EACH INTENDED PARENT UNDER WHICH EACH INTENDED PARENT
29 AGREES TO BECOME THE LEGAL PARENT OF THE CHILD RESULTING FROM
30 COLLABORATIVE REPRODUCTION.

31 (L) "INTENDED PARENT" MEANS AN INDIVIDUAL, WHETHER MARRIED
32 OR UNMARRIED, WHO MANIFESTS THE INTENT TO BE THE LEGAL PARENT OF A
33 CHILD RESULTING FROM COLLABORATIVE REPRODUCTION.

1 **(M) “MENTAL HEALTH PROFESSIONAL” MEANS AN INDIVIDUAL WHO:**

2 **(1) HOLDS A GRADUATE DEGREE IN PSYCHIATRY, PSYCHOLOGY,**
3 **COUNSELING, SOCIAL WORK, PSYCHIATRIC NURSING, OR FAMILY THERAPY;**

4 **(2) IS LICENSED TO PRACTICE UNDER TITLE 10, TITLE 14, TITLE**
5 **18, OR TITLE 19 OF THE HEALTH OCCUPATIONS ARTICLE OR IS LICENSED BY**
6 **ANY OTHER STATE; AND**

7 **(3) SPECIALIZES, AT LEAST IN SIGNIFICANT PART, IN ASSISTED**
8 **REPRODUCTION, INFERTILITY, OR COLLABORATIVE REPRODUCTION ISSUES.**

9 **(N) “PARTNER” MEANS AN INDIVIDUAL JOINED TOGETHER WITH**
10 **ANOTHER INDIVIDUAL IN A CIVIL UNION OR ANY OTHER LEGAL DOMESTIC**
11 **PARTNERSHIP.**

12 **(O) “REASONABLE MEDICAL AND ANCILLARY EXPENSES” MEANS**
13 **EXPENSES INCURRED BY A GESTATIONAL CARRIER THAT WOULD NOT HAVE**
14 **BEEN INCURRED BUT FOR A GESTATIONAL CARRIER AGREEMENT.**

15 **(P) “REPRODUCTIVE ENDOCRINOLOGIST” MEANS A LICENSED**
16 **PHYSICIAN, TRAINED IN THE FIELD OF OBSTETRICS AND GYNECOLOGY, WHO**
17 **SPECIALIZES, AT LEAST IN SIGNIFICANT PART, IN ASSISTED REPRODUCTION,**
18 **INFERTILITY, REPRODUCTIVE PHYSIOLOGY, OR COLLABORATIVE**
19 **REPRODUCTION ISSUES.**

20 **5-902.**

21 **THE PURPOSES OF THIS SUBTITLE ARE:**

22 **(1) TO ESTABLISH CONSISTENT STANDARDS AND SAFEGUARDS**
23 **FOR:**

24 **(I) CHILDREN WHO ARE BORN AS A RESULT OF**
25 **COLLABORATIVE REPRODUCTION; AND**

26 **(II) INTENDED PARENTS, GESTATIONAL CARRIERS, GAMETE**
27 **DONORS, AND EMBRYO DONORS INVOLVED IN COLLABORATIVE REPRODUCTION;**

28 **(2) TO ESTABLISH CONSISTENT PROCEDURES FOR ENSURING**
29 **THAT THE LEGAL STATUS OF CHILDREN BORN AS A RESULT OF COLLABORATIVE**
30 **REPRODUCTION IS PROTECTED; AND**

1 **(3) TO FACILITATE THE USE OF COLLABORATIVE REPRODUCTION**
2 **IN ACCORDANCE WITH THE PUBLIC POLICY OF THE STATE.**

3 **5-903.**

4 **THIS SUBTITLE DOES NOT APPLY TO THE BIRTH OF A CHILD CONCEIVED**
5 **BY MEANS OF:**

6 **(1) SEXUAL INTERCOURSE; OR**

7 **(2) ASSISTED REPRODUCTION IF:**

8 **(I) A COUPLE USES THEIR OWN GAMETES, GESTATES ANY**
9 **RESULTING PREGNANCY, AND INTENDS TO PARENT THE RESULTING CHILD; OR**

10 **(II) A WOMAN OTHER THAN AN INTENDED PARENT AGREES**
11 **TO USE HER OWN EGG TO BECOME PREGNANT AND TO GESTATE AND DELIVER A**
12 **CHILD FOR AN INTENDED PARENT.**

13 **5-904.**

14 **(A) THIS SECTION DOES NOT APPLY TO COLLABORATIVE**
15 **REPRODUCTION IN WHICH A GESTATIONAL CARRIER IS USED.**

16 **(B) (1) AN INTENDED PARENT WHO USES A GAMETE DONOR OR AN**
17 **EMBRYO DONOR TO CONCEIVE A CHILD THROUGH COLLABORATIVE**
18 **REPRODUCTION SHALL BE THE PARENT OF THE CHILD AND SHALL HAVE ALL**
19 **COROLLARY RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CHILD.**

20 **(2) THE CHILD SHALL HAVE ALL THE RIGHTS OF A**
21 **PARENT-CHILD RELATIONSHIP WITH THE INTENDED PARENT, INCLUDING**
22 **RIGHTS OF INHERITANCE, FROM THE MOMENT OF BIRTH OF THE CHILD.**

23 **(3) A GAMETE DONOR OR AN EMBRYO DONOR IS NOT A PARENT**
24 **OF A CHILD CONCEIVED THROUGH COLLABORATIVE REPRODUCTION AND DOES**
25 **NOT HAVE ANY RIGHTS OR OBLIGATIONS WITH RESPECT TO THE CHILD.**

26 **5-905.**

27 **A GESTATIONAL CARRIER AGREEMENT IS ENFORCEABLE IN THE STATE**
28 **IF:**

29 **(1) THE PARTIES SATISFY THE REQUIREMENTS OF § 5-906 OF**
30 **THIS SUBTITLE; ~~AND~~**

1 **(2) THE AGREEMENT SATISFIES THE REQUIREMENTS OF § 5-907**
2 **OF THIS SUBTITLE; AND**

3 **(3) THE AGREEMENT IS APPROVED BY A COURT UNDER § 5-908**
4 **OF THIS SUBTITLE.**

5 **5-906.**

6 **(A) (1) AT THE TIME THAT A GESTATIONAL CARRIER AGREEMENT IS**
7 **EXECUTED, THE GESTATIONAL CARRIER SHALL:**

8 **(I) BE AT LEAST 21 YEARS OLD;**

9 **(II) HAVE GIVEN BIRTH TO AT LEAST ONE LIVE CHILD;**

10 **(III) HAVE UNDERGONE A MEDICAL EVALUATION BY A**
11 **REPRODUCTIVE ENDOCRINOLOGIST AND BEEN APPROVED TO SERVE AS A**
12 **GESTATIONAL CARRIER;**

13 **(IV) HAVE UNDERGONE A PSYCHOLOGICAL EVALUATION BY**
14 **A MENTAL HEALTH PROFESSIONAL AND BEEN APPROVED TO SERVE AS A**
15 **GESTATIONAL CARRIER; AND**

16 **(V) BE REPRESENTED IN THE GESTATIONAL CARRIER**
17 **AGREEMENT BY A LICENSED ATTORNEY WHO IS IN GOOD STANDING WITH THE**
18 **MARYLAND BAR AND WHO IS INDEPENDENT OF EACH INTENDED PARENT AND**
19 **INDEPENDENT OF EACH INTENDED PARENT'S ATTORNEY.**

20 **(2) PARAGRAPH (1)(V) OF THIS SUBSECTION DOES NOT PROHIBIT**
21 **AN INTENDED PARENT FROM PAYING A GESTATIONAL CARRIER'S ATTORNEY'S**
22 **FEES.**

23 **(B) AT THE TIME THAT A GESTATIONAL CARRIER AGREEMENT IS**
24 **EXECUTED, EACH INTENDED PARENT SHALL:**

25 **(1) BE AT LEAST 21 YEARS OLD;**

26 **(2) HAVE UNDERGONE AN APPROPRIATE MEDICAL EVALUATION**
27 **AND BEEN APPROVED TO PROCEED WITH A GESTATIONAL CARRIER**
28 **AGREEMENT;**

1 **(3) HAVE UNDERGONE A PSYCHOLOGICAL EVALUATION BY A**
2 **MENTAL HEALTH PROFESSIONAL AND BEEN APPROVED TO PROCEED WITH A**
3 **GESTATIONAL CARRIER AGREEMENT;**

4 **(4) BE REPRESENTED IN THE GESTATIONAL CARRIER**
5 **AGREEMENT BY A LICENSED ATTORNEY IN GOOD STANDING WITH THE**
6 **MARYLAND BAR; AND**

7 **(5) HAVE GUARANTEED PAYMENT OF ALL REASONABLE MEDICAL**
8 **AND ANCILLARY EXPENSES THAT ARE AGREED TO IN THE GESTATIONAL**
9 **CARRIER AGREEMENT, EITHER IN THE FORM OF INSURANCE, CASH, ESCROW,**
10 **BONDS, OR OTHER ARRANGEMENTS SATISFACTORY TO THE PARTIES,**
11 **INCLUDING AN ALLOCATION OF RESPONSIBILITY FOR THE EXPENSES IN THE**
12 **EVENT OF TERMINATION OF THE PREGNANCY, TERMINATION OF THE**
13 **CONTRACT, OR BREACH OF THE CONTRACT BY ANY PARTY.**

14 **5-907.**

15 **(A) (1) A GESTATIONAL CARRIER AGREEMENT SHALL:**

16 **(I) BE IN WRITING AND BE EXECUTED BY THE GESTATIONAL**
17 **CARRIER AND HER SPOUSE OR PARTNER, IF ANY, AND EACH INTENDED PARENT;**

18 **(II) BE EXECUTED PRIOR TO THE EMBRYO TRANSFER; ~~AND~~**

19 **(III) CONTAIN SIGNATURES OF THE PARTIES THAT ARE**
20 **NOTARIZED, AUTHENTICATED, OR OTHERWISE VERIFIED BY A MINIMUM OF TWO**
21 **WITNESSES, WHO SHALL DOCUMENT THEIR NAMES, ADDRESSES, AND PHONE**
22 **NUMBERS; AND**

23 **(IV) BE APPROVED BY A CIRCUIT COURT JUDGE PRIOR TO**
24 **THE EMBRYO TRANSFER.**

25 **(2) AN ATTORNEY MAY NOT REPRESENT BOTH THE INTENDED**
26 **PARENT OR PARENTS AND THE GESTATIONAL CARRIER AND HER SPOUSE OR**
27 **PARTNER, IF ANY, IN THE PREPARATION, COUNSELING, AND NEGOTIATION OF**
28 **THE GESTATIONAL CARRIER AGREEMENT.**

29 **(3) EACH PARTY TO THE GESTATIONAL CARRIER AGREEMENT**
30 **SHALL AFFIRM, BY SIGNATURE TO THE AGREEMENT, THAT THE PARTY HAS**
31 **COMPLIED WITH THE REQUIREMENTS OF THIS SUBTITLE.**

32 **(B) A GESTATIONAL CARRIER AGREEMENT SHALL INCLUDE THE**
33 **FOLLOWING TERMS:**

1 **(1) THAT THE GESTATIONAL CARRIER AND HER SPOUSE OR**
2 **PARTNER, IF ANY:**

3 **(I) AGREE TO FOLLOW THE GESTATIONAL CARRIER'S**
4 **PHYSICIAN'S INSTRUCTIONS WITH RESPECT TO ANY EMBRYO TRANSFER AND**
5 **PREGNANCY;**

6 **(II) ACKNOWLEDGE AND AGREE THAT THE GESTATIONAL**
7 **CARRIER AND HER SPOUSE OR PARTNER, IF ANY, IS NOT A PARENT OF THE**
8 **CHILD AND MAY NOT HAVE LEGAL CUSTODY OF THE CHILD AT ANY TIME;**

9 **(III) AGREE TO SURRENDER PHYSICAL CUSTODY OF THE**
10 **CHILD TO THE INTENDED PARENT OR PARENTS IMMEDIATELY AFTER THE**
11 **CHILD'S BIRTH;**

12 **(IV) AGREE TO COOPERATE IN ANY NECESSARY PROCEEDING**
13 **TO RECOGNIZE THE INTENDED PARENT OR PARENTS AS THE LEGAL PARENT OR**
14 **PARENTS OR ANY OTHER PROCEEDING RELATED TO THE GESTATIONAL**
15 **CARRIER AGREEMENT; AND**

16 **(V) AGREE TO ALL OTHER TERMS CONSISTENT WITH THIS**
17 **SUBTITLE AND AS MUTUALLY NEGOTIATED AND AGREED ON BY THE PARTIES;**
18 ~~**AND**~~

19 **(2) THAT THE INTENDED PARENT OR PARENTS SHALL:**

20 **(I) ACCEPT LEGAL AND PHYSICAL CUSTODY OF THE CHILD**
21 **IMMEDIATELY AFTER THE CHILD'S BIRTH, REGARDLESS OF THE CONDITION OF**
22 **THE CHILD; AND**

23 **(II) ASSUME RESPONSIBILITY FOR THE SUPPORT OF THE**
24 **CHILD IMMEDIATELY AFTER THE CHILD'S BIRTH, INCLUDING PAYING FOR ANY**
25 **FUNERAL EXPENSES IF THERE IS A STILLBIRTH, PRETERM BIRTH, OR ANY**
26 **OTHER BIRTH ISSUE THAT RESULTS IN THE CHILD'S DEATH; AND**

27 **(3) THAT THE GESTATIONAL CARRIER MAY NOT BE REQUIRED TO**
28 **TERMINATE A PREGNANCY RESULTING FROM THE COLLABORATIVE**
29 **REPRODUCTION WITHOUT THE CONSENT OF THE GESTATIONAL CARRIER.**

30 **(c) (1) THE GESTATIONAL CARRIER AGREEMENT SHALL REQUIRE**
31 **THE INTENDED PARENT OR PARENTS TO PAY ALL REASONABLE MEDICAL AND**
32 **ANCILLARY EXPENSES THAT ARE AGREED TO IN THE AGREEMENT.**

1 **(2) (I) ANCILLARY EXPENSES INCLUDE EXPENSES FOR**
2 **MATERNITY CLOTHES, LEGAL AND COUNSELING EXPENSES, ACTUAL LOST**
3 **WAGES, CHILD CARE EXPENSES, HOUSEKEEPING EXPENSES, INTANGIBLE**
4 **EXPENSES ASSOCIATED WITH RISK, INCONVENIENCE, FORBEARANCE, OR**
5 **RESTRICTION FROM USUAL ACTIVITIES, POSTPARTUM RECOVERY EXPENSES,**
6 **AND TRAVEL EXPENSES, IF THE EXPENSES ARE INCURRED DURING, AND ARE**
7 **DIRECTLY RELATED TO, THE GESTATIONAL CARRIER AGREEMENT, PREGNANCY,**
8 **OR DELIVERY.**

9 **(II) ANCILLARY EXPENSES ARE PRESUMED TO BE**
10 **REASONABLE IF THEY ARE SPECIFIED IN A GESTATIONAL CARRIER AGREEMENT**
11 **THAT WAS NEGOTIATED BY INDEPENDENT ATTORNEYS.**

12 **(3) PAYMENTS TO THE GESTATIONAL CARRIER OTHER THAN**
13 **REASONABLE MEDICAL AND ANCILLARY EXPENSES MAY NOT BE INCLUDED IN**
14 **THE GESTATIONAL CARRIER AGREEMENT.**

15 **(4) (I) 1. THE INTENDED PARENT OR PARENTS SHALL**
16 **DEPOSIT 75% OF THE TOTAL AMOUNT OF ESTIMATED REASONABLE MEDICAL**
17 **AND ANCILLARY EXPENSES ON THE EXECUTION OF THE GESTATIONAL CARRIER**
18 **AGREEMENT WITH AN INDEPENDENT, BONDED ESCROW AGENT OR WITH A**
19 **LICENSED ATTORNEY WHO IS SERVING IN THE CAPACITY OF AN INDEPENDENT**
20 **ESCROW AGENT.**

21 **2. THE ESCROW AGENT SHALL MAKE DISTRIBUTIONS**
22 **IN ACCORDANCE WITH THE TERMS OF THE GESTATIONAL CARRIER AGREEMENT,**
23 **BUT NOT ON THE DIRECTION OF ANY SINGLE PARTY TO THE GESTATIONAL**
24 **CARRIER AGREEMENT.**

25 **(II) THE REMAINING 25% OF THE TOTAL AMOUNT OF**
26 **ESTIMATED REASONABLE MEDICAL AND ANCILLARY EXPENSES SHALL BE**
27 **DEPOSITED IN ACCORDANCE WITH THE TERMS OF THE GESTATIONAL CARRIER**
28 **AGREEMENT.**

29 **5-908.**

30 **(A) BEFORE AN EMBRYO TRANSFER, THE PARTIES TO A GESTATIONAL**
31 **CARRIER AGREEMENT SHALL JOINTLY PETITION THE CIRCUIT COURT FOR**
32 **APPROVAL OF THE GESTATIONAL CARRIER AGREEMENT.**

33 **(B) A PETITION UNDER THIS SECTION MAY BE FILED IN THE CIRCUIT**
34 **COURT FOR THE COUNTY IN WHICH:**

1 **(1) THE INTENDED PARENT OR GESTATIONAL CARRIER IS**
2 **DOMICILED IF THE INTENDED PARENT OR GESTATIONAL CARRIER HAS BEEN A**
3 **RESIDENT OF THE STATE FOR AT LEAST 90 DAYS;**

4 **(2) THE CHILD IS EXPECTED TO BE BORN, AS DEMONSTRATED BY**
5 **THE GESTATIONAL CARRIER'S PATIENT-PHYSICIAN RELATIONSHIP WITH AN**
6 **OBSTETRICIAN OR OTHER OBSTETRICAL HEALTH CARE PROVIDER LICENSED IN**
7 **THE STATE WHO HAS DELIVERY PRIVILEGES AT A HOSPITAL IN THE STATE**
8 **WHERE THE GESTATIONAL CARRIER INTENDS TO DELIVER THE CHILD; OR**

9 **(3) THE EMBRYO TRANSFER IS TO BE PERFORMED.**

10 **(C) A PETITION FILED UNDER THIS SECTION SHALL INCLUDE:**

11 **(1) AN AFFIDAVIT BY EACH ATTORNEY REPRESENTING A PARTY**
12 **TO THE GESTATIONAL CARRIER AGREEMENT ATTESTING:**

13 **(I) THAT THE REQUIREMENTS OF THIS SUBTITLE HAVE**
14 **BEEN MET, INCLUDING A SPECIFIC ATTESTATION THAT THE REQUIREMENTS OF**
15 **§§ 5-906 AND 5-907 OF THIS SUBTITLE HAVE BEEN MET;**

16 **(II) TO THE IDENTITIES OF THE PARTIES;**

17 **(III) TO THE FACT THAT THE ATTORNEY DID NOT REPRESENT**
18 **BOTH THE INTENDED PARENT OR PARENTS AND THE GESTATIONAL CARRIER**
19 **AND HER SPOUSE OR PARTNER, IF ANY, DURING THE PREPARATION,**
20 **COUNSELING, OR NEGOTIATION OF THE GESTATIONAL CARRIER AGREEMENT;**
21 **AND**

22 **(IV) THAT THE TERMS OF THE GESTATIONAL CARRIER**
23 **AGREEMENT COMPLY WITH THE REQUIREMENTS SPECIFIED IN THIS SUBTITLE;**
24 **AND**

25 **(2) A COPY OF THE EXECUTED GESTATIONAL CARRIER**
26 **AGREEMENT.**

27 **(D) (1) THE COURT SHALL HOLD A HEARING WITHIN 60 DAYS AFTER**
28 **THE FILING OF A PETITION UNDER THIS SECTION.**

29 **(2) IF A PARTY TO THE PETITION REQUESTS SEPARATE**
30 **HEARINGS, THE COURT SHALL HOLD SEPARATE HEARINGS ON THE PETITION**
31 **FOR APPROVAL OF THE GESTATIONAL CARRIER AGREEMENT.**

1 **(3) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH,**
2 **THE INTENDED PARENT OR PARENTS, THE GESTATIONAL CARRIER, AND THE**
3 **GESTATIONAL CARRIER'S SPOUSE OR PARTNER, IF ANY, SHALL BE PRESENT AT**
4 **A HEARING UNDER THIS SECTION.**

5 **(II) IF A PARTY TO THE PETITION REQUESTS A SEPARATE**
6 **HEARING UNDER PARAGRAPH (2) OF THIS SUBSECTION, THE PARTIES TO THE**
7 **GESTATIONAL CARRIER AGREEMENT SHALL BE PRESENT AT THE SEPARATE**
8 **HEARING APPROPRIATE FOR THAT PARTY.**

9 **(E) THE COURT SHALL ISSUE AN ORDER APPROVING A GESTATIONAL**
10 **CARRIER AGREEMENT IF THE COURT MAKES THE FOLLOWING FINDINGS:**

11 **(1) ALL PARTIES TO THE GESTATIONAL CARRIER AGREEMENT**
12 **HAVE VOLUNTARILY ENTERED INTO THE AGREEMENT AND UNDERSTAND ITS**
13 **TERMS;**

14 **(2) THE EVALUATIONS REQUIRED UNDER § 5-906 OF THIS**
15 **SUBTITLE HAVE BEEN CONDUCTED AND THE PARTIES SATISFY THE**
16 **REQUIREMENTS OF § 5-906 OF THIS SUBTITLE;**

17 **(3) THE GESTATIONAL CARRIER AGREEMENT SATISFIES THE**
18 **REQUIREMENTS OF § 5-907 OF THIS SUBTITLE;**

19 **(4) ADEQUATE PROVISION HAS BEEN MADE FOR ALL**
20 **REASONABLE MEDICAL AND ANCILLARY EXPENSES THAT ARE AGREED TO IN**
21 **THE GESTATIONAL CARRIER AGREEMENT UNTIL THE BIRTH OF THE CHILD,**
22 **INCLUDING RESPONSIBILITY FOR THOSE EXPENSES IF THE AGREEMENT IS**
23 **TERMINATED; AND**

24 **(5) THE COMPENSATION, IF ANY, PAID TO THE PROSPECTIVE**
25 **GESTATIONAL CARRIER IS REASONABLE.**

26 **(F) (1) A HEARING UNDER THIS SECTION SHALL BE CLOSED TO THE**
27 **PUBLIC.**

28 **(2) RECORDS OF A HEARING UNDER THIS SECTION ARE NOT**
29 **SUBJECT TO PUBLIC INSPECTION UNDER THE MARYLAND PUBLIC**
30 **INFORMATION ACT UNLESS:**

31 **(I) ALL PARTIES TO THE PETITION CONSENT TO THE**
32 **INSPECTION; OR**

1 **(II) A COURT ORDER IS ISSUED ON A SHOWING OF GOOD**
2 **CAUSE BY THE PARTY PETITIONING FOR THE INSPECTION.**

3 **5-909.**

4 **(A) (1) (I) THE DISSOLUTION OF A GESTATIONAL CARRIER'S**
5 **MARRIAGE, CIVIL UNION, OR OTHER LEGAL DOMESTIC PARTNERSHIP DOES NOT**
6 **AFFECT A GESTATIONAL CARRIER AGREEMENT.**

7 **(II) AFTER A DIVORCE, LEGAL SEPARATION, OR**
8 **DISSOLUTION, THE GESTATIONAL CARRIER'S FORMER SPOUSE OR PARTNER**
9 **MAY BE REMOVED FROM THE GESTATIONAL CARRIER AGREEMENT BY**
10 **ADDENDUM.**

11 **(2) (I) IF THE RELATIONSHIP OF THE INTENDED PARENTS**
12 **DISSOLVES AFTER THE EMBRYO TRANSFER:**

13 **1. THE DISSOLUTION DOES NOT AFFECT THE**
14 **GESTATIONAL CARRIER AGREEMENT;**

15 **2. BOTH INTENDED PARENTS SHALL BE THE**
16 **PARENTS OF THE RESULTING CHILD AND SHALL HAVE ALL COROLLARY RIGHTS**
17 **AND OBLIGATIONS WITH RESPECT TO THE CHILD; AND**

18 **3. BOTH INTENDED PARENTS SHALL REMAIN BOUND**
19 **BY THE TERMS OF THE GESTATIONAL CARRIER AGREEMENT.**

20 **(II) 1. IF THE RELATIONSHIP OF THE INTENDED**
21 **PARENTS DISSOLVES BEFORE THE EMBRYO TRANSFER, THE EMBRYO TRANSFER**
22 **MAY NOT OCCUR UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH**
23 **INTENDED PARENTS.**

24 **2. IF AN UNAUTHORIZED EMBRYO TRANSFER**
25 **OCCURS:**

26 **A. BOTH INTENDED PARENTS SHALL BE THE**
27 **PARENTS OF THE RESULTING CHILD WITH ALL COROLLARY RIGHTS AND**
28 **OBLIGATIONS WITH RESPECT TO THE CHILD; AND**

29 **B. BOTH INTENDED PARENTS SHALL REMAIN BOUND**
30 **BY THE TERMS OF THE GESTATIONAL CARRIER AGREEMENT.**

31 **(B) (1) (I) AFTER THE EXECUTION OF A GESTATIONAL CARRIER**
32 **AGREEMENT, IF A GESTATIONAL CARRIER ENTERS INTO A NEW MARRIAGE,**

1 CIVIL UNION, OR OTHER LEGAL DOMESTIC PARTNERSHIP, THE NEW SPOUSE OR
2 PARTNER IS NOT A PARENT OF THE CHILD AND SHALL HAVE NO RIGHTS WITH
3 RESPECT TO THE CHILD.

4 (II) THE NEW SPOUSE OR PARTNER MAY EXECUTE AN
5 ADDENDUM TO THE GESTATIONAL CARRIER AGREEMENT THAT MAY ADD THE
6 NEW SPOUSE OR PARTNER AS A PARTY WITHOUT ANY RIGHTS TO THE CHILD.

7 (2) AFTER THE EXECUTION OF A GESTATIONAL CARRIER
8 AGREEMENT, IF AN INTENDED PARENT ENTERS INTO A NEW MARRIAGE, CIVIL
9 UNION, OR OTHER LEGAL DOMESTIC PARTNERSHIP, THE NEW SPOUSE OR
10 PARTNER MAY BE ADDED AS A PARTY TO THE GESTATIONAL CARRIER
11 AGREEMENT BY ADDENDUM OR, AS PROVIDED BY LAW, THE NEW SPOUSE OR
12 PARTNER MAY PETITION THE COURT FOR A STEPPARENT OR SECOND PARENT
13 ADOPTION AFTER THE BIRTH OF THE CHILD.

14 (C) (1) IF AN INTENDED PARENT DIES AFTER AN EMBRYO TRANSFER,
15 THE SURVIVING SPOUSE OR PARTNER OF THE INTENDED PARENT SHALL
16 ASSUME ALL OBLIGATIONS WITH RESPECT TO THE GESTATIONAL CARRIER
17 AGREEMENT AND THE DECEDENT AND THE SURVIVING SPOUSE OR PARTNER
18 SHALL BE CONSIDERED THE PARENTS OF THE RESULTING CHILD.

19 (2) EXCEPT AS OTHERWISE PROVIDED IN § 1-205 OR § 3-107 OF
20 THE ESTATES AND TRUSTS ARTICLE OR § 20-111 OF THE HEALTH - GENERAL
21 ARTICLE, IF AN INTENDED PARENT DIES BEFORE THE EMBRYO TRANSFER, THE
22 DECEDENT IS NOT A PARENT OF THE RESULTING CHILD.

23 ~~5-909.~~ 5-910.

24 (A) AN INTENDED PARENT OR GESTATIONAL CARRIER MAY REVOKE
25 CONSENT TO A GESTATIONAL CARRIER AGREEMENT.

26 (B) A REVOCATION OF CONSENT SHALL BE:

27 (1) IN WRITING;

28 (2) WITHIN A REASONABLE TIME BEFORE THE EMBRYO
29 TRANSFER; AND

30 (3) DELIVERED TO ALL PARTIES TO THE GESTATIONAL CARRIER
31 AGREEMENT AND TO THE MEDICAL PRACTICE THAT PERFORMS THE MEDICAL
32 PROCEDURES RELATED TO THE COLLABORATIVE REPRODUCTION BY CERTIFIED
33 MAIL OR BY HAND DELIVERY WITH RECEIPT ACKNOWLEDGED BY THE OTHER

1 PARTIES AND THE MEDICAL PRACTICE OR WITH A WITNESS TO EACH HAND
2 DELIVERY.

3 (C) IF AN INTENDED PARENT OR GESTATIONAL CARRIER REVOKES
4 CONSENT IN A TIMELY MANNER AS PROVIDED UNDER THIS SECTION, AN
5 EMBRYO TRANSFER MAY NOT OCCUR.

6 ~~5-910.~~ 5-911.

7 (A) (1) A DISPUTE RELATED TO A GESTATIONAL CARRIER
8 AGREEMENT SHALL BE RESOLVED BY THE PROCEDURES SPECIFIED IN THE
9 GESTATIONAL CARRIER AGREEMENT.

10 (2) THE GESTATIONAL CARRIER AGREEMENT SHALL INCLUDE AN
11 ALTERNATIVE DISPUTE RESOLUTION PROVISION.

12 (3) IF A RESOLUTION TO THE DISPUTE IS NOT POSSIBLE, A
13 CIRCUIT COURT SHALL DETERMINE THE RESPECTIVE RIGHTS AND
14 OBLIGATIONS OF THE PARTIES TO THE GESTATIONAL CARRIER AGREEMENT.

15 (B) (1) EXCEPT AS EXPRESSLY PROVIDED IN THE GESTATIONAL
16 CARRIER AGREEMENT AND AS PROVIDED IN PARAGRAPH (2) OF THIS
17 SUBSECTION, THE INTENDED PARENT OR PARENTS AND THE GESTATIONAL
18 CARRIER SHALL BE ENTITLED TO ALL REMEDIES AVAILABLE AT LAW OR EQUITY
19 IN ANY DISPUTE RELATED TO THE GESTATIONAL CARRIER AGREEMENT.

20 (2) A GESTATIONAL CARRIER MAY NOT BE LIABLE FOR CIVIL
21 DAMAGES FOR BREACH OF CONTRACT FOR CARRYING A PREGNANCY TO TERM.

22 (C) (1) THERE IS NO SPECIFIC PERFORMANCE REMEDY AVAILABLE
23 FOR A BREACH BY THE GESTATIONAL CARRIER OF A TERM OF A GESTATIONAL
24 CARRIER AGREEMENT THAT REQUIRES THE GESTATIONAL CARRIER TO BE
25 IMPREGNATED, TO TERMINATE A PREGNANCY, OR TO UNDERGO OR FAIL TO
26 UNDERGO ANY MEDICAL PROCEDURE.

27 (2) SPECIFIC PERFORMANCE SHALL BE A REMEDY IF:

28 (I) THE GESTATIONAL CARRIER FAILS TO SURRENDER THE
29 CHILD TO THE INTENDED PARENT OR PARENTS;

30 (II) THE INTENDED PARENT OR PARENTS FAIL TO TAKE
31 CUSTODY OF THE CHILD AFTER THE COURT HAS ISSUED AN ORDER OF
32 PARENTAGE UNDER ~~§ 5-911~~ § 5-912 OF THIS SUBTITLE; OR

1 (III) ANY PARTY FAILS TO COOPERATE IN A COURT
2 PROCEEDING TO ESTABLISH THE PARENTAL RIGHTS OF AN INTENDED PARENT
3 OR PARENTS.

4 ~~5-911.~~ 5-912.

5 (A) A PETITION FOR PARENTAGE MAY BE FILED ~~BY ANY PARTY TO A~~
6 ~~GESTATIONAL CARRIER AGREEMENT AT ANY TIME AFTER CONFIRMATION OF~~
7 ~~PREGNANCY, EITHER~~ AT THE TIME A PETITION FOR APPROVAL OF A
8 GESTATIONAL CARRIER AGREEMENT IS FILED UNDER § 5-908 OF THIS
9 SUBTITLE OR AT ANY OTHER TIME BEFORE OR AFTER THE BIRTH OF THE CHILD.

10 (B) A CIRCUIT COURT IN THE STATE HAS JURISDICTION OVER A
11 PETITION FILED UNDER THIS SECTION IF THE COURT DETERMINES THAT:

12 (1) THE INTENDED PARENT OR THE GESTATIONAL CARRIER IS
13 DOMICILED IN AND HAS BEEN A RESIDENT OF THE STATE FOR AT LEAST 90
14 DAYS;

15 (2) THE CHILD IS EXPECTED TO BE BORN IN THE STATE, AS
16 DEMONSTRATED BY THE GESTATIONAL CARRIER'S PATIENT-PHYSICIAN
17 RELATIONSHIP WITH AN OBSTETRICIAN OR OTHER OBSTETRICAL HEALTH CARE
18 PROVIDER LICENSED IN THE STATE WHO HAS DELIVERY PRIVILEGES AT A
19 HOSPITAL IN THE STATE WHERE THE GESTATIONAL CARRIER INTENDS TO
20 DELIVER THE CHILD; OR

21 (3) THE EMBRYO TRANSFER IS TO BE PERFORMED OR HAS BEEN
22 PERFORMED IN THE STATE.

23 (C) A PETITION FOR PARENTAGE SHALL INCLUDE:

24 (1) AN AFFIDAVIT BY THE PETITIONING PARTY'S ATTORNEY THAT
25 THE REQUIREMENTS OF THIS SUBTITLE HAVE BEEN MET, SPECIFICALLY THE
26 REQUIREMENTS OF §§ 5-906 AND 5-907 OF THIS SUBTITLE;

27 (2) AN AFFIDAVIT BY THE REPRODUCTIVE ENDOCRINOLOGIST
28 ATTESTING TO THE FACTS PERTAINING TO THE CREATION OF THE EMBRYO AND
29 THE EMBRYO TRANSFER;

30 (3) A COPY OF THE EXECUTED GESTATIONAL CARRIER
31 AGREEMENT; AND

32 (4) AN AFFIDAVIT OF EACH ATTORNEY REPRESENTING A PARTY
33 ATTESTING:

1 **(I) TO THE IDENTITIES OF THE PARTIES;**

2 **(II) TO THE FACT THAT THE ATTORNEY DID NOT REPRESENT**
3 **BOTH THE INTENDED PARENT OR PARENTS AND THE GESTATIONAL CARRIER**
4 **AND HER SPOUSE OR PARTNER, IF ANY, DURING THE GESTATIONAL CARRIER**
5 **AGREEMENT NEGOTIATION; AND**

6 **(III) THAT THE TERMS OF THE GESTATIONAL CARRIER**
7 **AGREEMENT COMPLY WITH THE REQUIREMENTS SPECIFIED IN THIS SUBTITLE.**

8 **(D) IF THE REQUIREMENTS OF SUBSECTIONS (B) AND (C) OF THIS**
9 **SECTION ARE MET, THE COURT SHALL ISSUE AN ORDER OF PARENTAGE THAT:**

10 **(1) ESTABLISHES THE PARENTAGE OF THE INTENDED PARENT OR**
11 **PARENTS AS THE LEGAL PARENT OR PARENTS OF THE CHILD;**

12 **(2) ESTABLISHES THAT THE GESTATIONAL CARRIER AND HER**
13 **SPOUSE OR PARTNER, IF ANY, ARE NOT THE PARENTS OF THE CHILD; AND**

14 **(3) ESTABLISHES THAT ANY GAMETE DONOR OR EMBRYO DONOR**
15 **IS NOT A PARENT OF THE CHILD.**

16 **(E) UNDER AN ORDER OF PARENTAGE ISSUED UNDER THIS SECTION:**

17 **(1) EACH INTENDED PARENT IS A PARENT OF THE CHILD AND**
18 **SHALL HAVE ALL COROLLARY RIGHTS AND OBLIGATIONS WITH RESPECT TO THE**
19 **CHILD, REGARDLESS OF WHETHER THERE IS A GENETIC RELATIONSHIP TO THE**
20 **CHILD;**

21 **(2) THE CHILD HAS ALL THE RIGHTS OF A PARENT-CHILD**
22 **RELATIONSHIP WITH EACH INTENDED PARENT, INCLUDING RIGHTS OF**
23 **INHERITANCE, FROM THE MOMENT OF BIRTH OF THE CHILD;**

24 **(3) THE GESTATIONAL CARRIER AND HER SPOUSE OR PARTNER,**
25 **IF ANY, ARE NOT THE PARENTS OF THE CHILD AND DO NOT HAVE ANY RIGHTS**
26 **OR OBLIGATIONS WITH RESPECT TO THE CHILD; AND**

27 **(4) ANY GAMETE DONOR OR EMBRYO DONOR IS NOT A PARENT OF**
28 **THE CHILD AND HAS NO RIGHTS OR OBLIGATIONS WITH RESPECT TO THE CHILD.**

29 **(F) IF THE COURT ISSUES AN ORDER OF PARENTAGE UNDER THIS**
30 **SECTION:**

1 **(1) THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE SHALL**
2 **ISSUE A BIRTH CERTIFICATE NAMING EACH INTENDED PARENT AS THE LEGAL**
3 **PARENT AS PROVIDED UNDER ~~§ 5-912~~ § 5-913 OF THIS SUBTITLE; AND**

4 **(2) ALL HOSPITALS, MEDICAL FACILITIES, MEDICAL PERSONNEL,**
5 **AND STATE AGENCIES SHALL RECOGNIZE EACH INTENDED PARENT AS THE**
6 **CHILD'S PARENT.**

7 **(G) ON REQUEST OF AN INTENDED PARENT, THE ORDER OF PARENTAGE**
8 **SHALL BE SEALED TO PROTECT THE PRIVACY OF THE CHILD AND THE PARTIES.**

9 **(H) THE STATE SHALL GIVE FULL FAITH AND CREDIT TO ANY ORDER,**
10 **DETERMINATION, OR ACKNOWLEDGMENT OF PARENTAGE ISSUED IN**
11 **COMPLIANCE WITH ANY OTHER STATE'S LAWS.**

12 **(I) IN THE ABSENCE OF AN ORDER OF PARENTAGE ISSUED UNDER THIS**
13 **SECTION, THE PARENTAGE OF A CHILD BORN AS THE RESULT OF A**
14 **GESTATIONAL CARRIER AGREEMENT SHALL BE DETERMINED AS PROVIDED BY**
15 **LAW AND EQUITY.**

16 ~~5-912.~~ 5-913.

17 **(A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, ON**
18 **RECEIPT BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE OF A**
19 **CERTIFIED COPY OF AN ORDER OF PARENTAGE ISSUED UNDER ~~§ 5-911~~ § 5-912**
20 **OF THIS SUBTITLE:**

21 **(1) THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE SHALL**
22 **ENTER THE NAME OF EACH PARENT ON THE BIRTH CERTIFICATE IN**
23 **ACCORDANCE WITH THE ORDER OF PARENTAGE; AND**

24 **(2) THE BIRTH CERTIFICATE MAY NOT NAME THE GESTATIONAL**
25 **CARRIER OR HER SPOUSE OR PARTNER, IF ANY, AND MAY NOT REFERENCE THE**
26 **FACT THAT THE CHILD WAS BORN BY MEANS OF A GESTATIONAL CARRIER.**

27 **(B) (1) THE PROVISIONS OF § 5-1028 OF THIS TITLE DO NOT APPLY**
28 **TO THE PREPARATION OF A BIRTH CERTIFICATE UNDER THIS SUBSECTION.**

29 **(2) REGARDLESS OF WHETHER THE GESTATIONAL CARRIER IS**
30 **MARRIED, THE GESTATIONAL CARRIER MAY, WITH THE CONSENT OF THE**
31 **INTENDED PARENT, COMPLETE AN AFFIDAVIT OF PATERNITY IN WHICH THE**
32 **GESTATIONAL CARRIER NAMES THE GENETIC FATHER AT THE HOSPITAL.**

1 **(3) ON RECEIPT OF AN AFFIDAVIT DESCRIBED IN PARAGRAPH (2)**
2 **OF THIS SUBSECTION, THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE**
3 **SHALL ENTER THE NAME OF THE GESTATIONAL CARRIER AND THE GENETIC**
4 **FATHER NAMED IN THE AFFIDAVIT OF PATERNITY ON THE BIRTH CERTIFICATE.**

5 **(4) THIS SUBSECTION DOES NOT AFFECT THE ABILITY OF AN**
6 **INTENDED PARENT OR PARENTS TO OBTAIN A SUBSEQUENT ORDER OF**
7 **PARENTAGE IN ACCORDANCE WITH ~~§ 5-911~~ § 5-912 OF THIS SUBTITLE NAMING**
8 **THE INTENDED PARENT OR PARENTS AS THE LEGAL PARENT OR PARENTS OF**
9 **THE CHILD.**

10 ~~5-913.~~ 5-914.

11 **(A) THIS SECTION DOES NOT APPLY TO THE PARTICIPANTS IN**
12 **COLLABORATIVE REPRODUCTION, INCLUDING A GESTATIONAL CARRIER, HER**
13 **SPOUSE OR PARTNER, IF ANY, A GAMETE DONOR OR AN EMBRYO DONOR, OR AN**
14 **INTENDED PARENT.**

15 **(B) A PERSON WHO HAS BEEN CONVICTED OF A CRIME INVOLVING**
16 **IMPUNITY OF CHARACTER OR HONESTY, INCLUDING ANY CRIME INVOLVING**
17 **FRAUD, MAY NOT BE INVOLVED IN OR PROFIT FROM, DIRECTLY OR INDIRECTLY,**
18 **THE BUSINESS OF COLLABORATIVE REPRODUCTION, INCLUDING PROVIDING**
19 **RECRUITING AND MATCHING SERVICES, ESCROW SERVICES, AND OTHER**
20 **PROFESSIONAL SERVICES FOR INDIVIDUALS INVOLVED IN COLLABORATIVE**
21 **REPRODUCTION.**

22 **(C) A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A**
23 **MISDEMEANOR AND ON CONVICTION IS SUBJECT TO IMPRISONMENT NOT**
24 **EXCEEDING 2 YEARS OR A FINE NOT EXCEEDING \$100,000 OR BOTH.**

25 ~~5-914.~~ 5-915.

26 **(A) IN THIS SECTION, “DEPARTMENT” MEANS THE DEPARTMENT OF**
27 **HEALTH AND MENTAL HYGIENE.**

28 **(B) THIS SECTION DOES NOT APPLY TO AN ATTORNEY:**

29 **(1) PROVIDING LEGAL ADVICE TO AN INTENDED PARENT OR**
30 **GESTATIONAL CARRIER; OR**

31 **(2) PREPARING A GESTATIONAL CARRIER AGREEMENT.**

32 **(C) A PERSON RECEIVING COMPENSATION FOR RECRUITING OR**
33 **PROCURING A GESTATIONAL CARRIER OR OTHERWISE ARRANGING OR**

1 INDUCING AN INTENDED PARENT AND A GESTATIONAL CARRIER TO ENTER INTO
2 A GESTATIONAL CARRIER AGREEMENT IN THE STATE SHALL REGISTER WITH
3 THE DEPARTMENT.

4 (D) A PERSON REQUIRED TO REGISTER UNDER SUBSECTION (C) OF THIS
5 SECTION SHALL PROVIDE TO THE DEPARTMENT:

6 (1) THE PERSON'S NAME;

7 (2) THE NAME OF THE PERSON'S COMPANY OR FIRM, IF ANY;

8 (3) THE PERSON'S ADDRESS; AND

9 (4) ANY OTHER INFORMATION REQUIRED BY THE DEPARTMENT.

10 (E) THE DEPARTMENT SHALL PUBLISH THE REGISTRATION
11 INFORMATION PROVIDED UNDER SUBSECTION (D) OF THIS SECTION ON THE
12 DEPARTMENT'S WEB SITE.

13 (F) THE DEPARTMENT MAY ADOPT REGULATIONS TO IMPLEMENT THIS
14 SECTION.

15 5-916.

16 THIS SUBTITLE MAY BE CITED AS THE MARYLAND COLLABORATIVE
17 REPRODUCTION ACT.

18 SECTION 2. AND BE IT FURTHER ENACTED, That if any provision of this
19 Act or the application thereof to any person or circumstance is held invalid for any
20 reason in a court of competent jurisdiction, the invalidity does not affect other
21 provisions or any other application of this Act which can be given effect without the
22 invalid provision or application, and for this purpose the provisions of this Act are
23 declared severable.

24 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
25 October 1, 2014.