Some Aspects of Notarization of the Surrogacy Agreement

Tetiana Andrushchenko
Academy of the State Penitentiary Service, Chernihiv, Ukraine

Maryna Polishchuk
Dnipropetrovsk State University, Dnipro, Ukraine

Ivan Bashta
University of State Fiscal Service of Ukraine, Irpin, Ukraine

Alona Dutko
Lviv State University, Lviv, Ukraine

Anna Koval
National University of Life and Environmental Sciences of Ukraine, Kyiv, Ukraine

Abstract---Relevance of the problem under research is due to the fragmentary character of the regulatory framework for concluding a surrogacy agreement both in Ukraine and foreign countries, which does not solve the full range of problems that arise in law enforcement practice. Moreover, the issue of notarization of the surrogacy agreement is not clearly regulated. The study aims to analyze the existing legal regulation of theoretical and practical aspects of the conclusion of a surrogacy agreement and draw certain conclusions and scientific provisions on the notarization of the surrogacy agreement. The leading research methods used for a comprehensive examination of surrogacy and surrogacy agreement, in particular, were the following: normative semantic method, general logical methods of cognition, comparative and formal legal methods, generalization, historical method, and systemic and structural-functional method. The results of the research proved the need for the legislative regulation of surrogacy. The implementation of a notarial form of the surrogacy agreement will significantly reduce the risk of adverse consequences for the parties and the criminal component in this segment of this service. A separate law on the regulation of surrogacy should be adopted in Ukraine, which also concerns all other types of assisted reproductive technologies.
Keywords---assisted reproductive technologies, gestational courier, human rights, Ministry of Health of Ukraine, surrogacy agreement.

Introduction

Medically-assisted procreation is a phenomenon deeply rooted in modern society and in constant growth (Piersanti et al., 2021). The possibilities of modern medicine have created a qualitatively new legal paradigm – human reproductive law. One of the types of assisted reproductive technologies is surrogacy (Kuchynska et al., 2020). The 2019 Council of Europe report estimates approximately 8 million children have been born to date through this procedure (Parliamentary Assembly of the Council of Europe, 2019). The legal regulation of surrogacy service usage – providing the opportunity for paternity whilst ensuring the minimum compromise to human rights and freedoms – is becoming increasingly important and therefore requires adaptive legislative regulation (Sylkina et al., 2020; Korniienko et al., 2021).

It should be noted that the first official agreement on surrogacy was signed in 1976 (Kravtsova & Kornienko, 2020). However, it is interesting that the legislation of Ukraine does not require the notarization of such an agreement. As a result and due to legislative gaps in the legal regulation of surrogacy, there may be the following undesirable life situations in practice: the surrogate mother’s refusal to give the child to biological parents, blackmail abortion, demands for extra money, threats to disclose information about the birth of a child or the refusal of the biological parents to pay the surrogate mother the promised monetary compensation, failure to provide the surrogate mother with proper conditions during pregnancy and childbirth. Therefore, such an agreement must be concluded in a notarized form in order to confirm the good faith of the parties in the event of further appeal of the contract in court (Savelova, 2019; Sergeieva et al., 2021).

It means, that in practice, the following categories of litigation may arise in relation to surrogacy, inter alia: disputes over the invalidation of contracts; on contesting maternity, exclusion of information from the act record; on making changes to the birth certificate; on establishing the family connection of the newborn child with the parents; on the recognition of paternity and maternity, etc. That is why, the notarial form of the surrogacy contract will significantly reduce the risk of adverse consequences for the parties. Notarization of a surrogacy agreement is an unconditional evidentiary force and a guarantee of the protection of the rights of all persons involved in the transaction, which is not the case in a simple written form of the agreement. Moreover, a surrogacy agreement with the seal of a notary, unlike an agreement concluded in a simple written form, will have special evidentiary force in court if a dispute nevertheless arises between the parties later. Therefore, taking into account all the above, the purpose of the article is to analyze the existing legal regulation of theoretical and practical aspects of the conclusion of a surrogacy agreement and draw certain conclusions and scientific provisions on the notarization of the surrogacy agreement.
**Literature review**

During analyzing Swedish law on surrogacy arrangements and legal parenthood, Stoll (2013), mentioned that the potential legal complications following surrogacy arrangements are often used as arguments that surrogacy is unethical and should not be permitted. Characteristically, these problems rise in connection with the legal parenthood of the child and are most commonly formulated in terms of the rights and responsibilities of parents; difficulties either in determining the right to legal parentage or, alternately, in determining parental obligations, i.e., who is it who has or should have – legal responsibility for the child.

At the same time, Pillai (2020), made a research on a surrogacy arrangement. Inter alia, he defined that a surrogacy arrangement between an intended parent/parents and the surrogate woman requires clear understanding between them regarding their rights and duties towards each other. This contract can be a formal written agreement or a mere understanding between the parties. However, to our mind such contract could not be concluded be mere understanding between parties in oral form, because in the case of litigation it will be difficult to prove the existing of the agreement between parties. Moreover, to protect the rights of the parties such an agreement should be notarized (Tavolzhanska et al., 2020).

Yunin (2017), noted that the legal means of protecting the rights of the parties to the agreement traditionally include the written consent of the genetic parents, the surrogate mother and her husband to carry the embryo and the surrogate mother’s statement that she has no claims against the biological parents after the program. All the above requirements are set in order to prevent any claims from both the surrogate mother and the genetic parents. After all, there are often cases when a surrogate mother refuses to transfer the child to genetic parents due to postpartum changes in mental state, and on the other hand, there are cases when genetic parents refuse to take the child for certain reasons (birth of several children, birth of a child with defects, change of financial status, etc.). However, to our mind, a surrogacy arrangement should be not just concluded or just in written form but also notarized.

Rozgon (2017), analyzed the case law on the status of children born as a result of international surrogacy programs in Ukraine, Great Britain, Germany and France. In addition, she highlighted key points in court proceedings for paternity of a child born to a surrogate mother in another state. We agree with Reznik & Yakushchenko (2020), who mentioned that at the legislative level, there are no requirements for the form of the agreement, and therefore, it is advisable to specify that surrogacy agreement should be concluded in writing, notary-certified and registered by the state. The notary will certify that the parties signing the agreement acted voluntarily, understanding their actions and the provisions of the agreement. Therefore, it would be advisable to develop a model of a surrogacy agreement and to further consolidate it in legislative acts. Such steps are necessary to protect the rights and legitimate interests of the parties to the contract and a child born to a surrogate mother.
**Methodological framework**

The methodology used in the article is predetermined by the objectives of the research. In particular, with the help of scientific research methods, the knowledge of the objective reality about some aspects of notarization of the surrogacy agreement was made. The research was carried out on the basis of dialectical materialistic methodology, reflecting the connection between theory and practice, in accordance with which scientific research methods were applied.

General scientific and special methods of scientific cognition are used in the work. In particular, the methodological basis of the study was general scientific (description, comparison, analysis, synthesis, induction, deduction, analogy, generalization, classification) and specific scientific (historical legal, comparative legal, formal legal) methods of scientific knowledge. This made it possible to research the issues considered in the study as deeply as possible. Using the method of analysis, the object of research was decomposed into its component parts. It lies at the basis of the analytical research method. The synthesis method made it possible to combine the individual parts of the research object into a single whole. For example, by using the methods of analysis and synthesis, the composition of the participants in the surrogacy procedure was studied.

In turn, on the basis of individual knowledge about contracts on surrogacy, the induction method made it possible to single out general provisions on the notarization of surrogacy contracts. The deduction method based on individual knowledge about the notarial certification of surrogacy contracts made it possible to form inferences based on previous findings. Regulation of surrogacy in Ukraine was studied using an analytical method. When making proposals of a legislative nature, a normative semantic method and general logical methods of cognition were used. The use of the comparative legal method made it possible to analyze foreign experience in the legal regulation of surrogacy. In interpreting the concept of «surrogacy» was used formal legal method, as well as the method of generalization.

Using the historical method, the history of the origin and development of surrogacy in general was studied. The use of systemic and structural functional methods was the basis for the analysis of notarization of surrogacy contracts. The method of generalization provided an opportunity to formulate the conclusions of this article. It should be noted, that the research of most aspects of the topic of the article was facilitated by the use of methods of interpreting legal norms, as well as the formal logical method. At the same time, the selection of scientific information allowed the author to formulate a number of theoretical provisions and practical proposals for improving the legal regulation of public relations in the field of notarization of the surrogacy agreement.

The normative base of the study was the Constitution of Ukraine (Verkhovna Rada of Ukraine, 1996), the Civil Code of Ukraine (Verkhovna Rada of Ukraine, 2003), the Family Code of Ukraine (Verkhovna Rada of Ukraine, 2002), other laws, regulations, including the Ministry of Health of Ukraine (2013), and other acts regulating the object of the study. The empirical basis of the study was made up of judicial practice on the issues under study, as well as materials of scientific
and practical conferences and seminars, reports, discussions reflecting the views of their participants on various aspects of problems in the field of legal regulation of aspects of notarization of a surrogacy agreement. When writing the article, the domestic and foreign experience of the procedural aspects of the notarization of the surrogacy agreement was taken into account, as well as the judicial practice of foreign countries arising on issues related to this method of assisted reproductive technologies (Chang et al., 1998; Jaques et al., 2010; Faddy et al., 2018).

**Results**

There is no single approach to surrogacy in the world. For example, the decision of the European Court of Human Rights (2014) in the case “Labassee v. France” states that each state can decide for itself whether to allow or prohibit surrogacy in its territory. That is why, as for the experience of countries in the legal regulation of surrogacy, according to Onishchenko & Kozina (2015), there are three main regimes: altruistic regime, legal regime, and banning regime. Altruistic surrogacy is intended to prevent the commodification of both a surrogate mother and a child. Legal regime has variations in different countries. The countries that decided to adopt such a banning regime are guided by moral and ethical principles, in particular, trying to avoid the conversion of children into goods and the exploitation of surrogate mothers (James et al., 2010; Hammarberg et al., 2015; Crockin, 2013).

The vast majority of countries in the world prohibit the use of assisted reproductive technologies in the form of surrogacy. In Spain, Italy, France, Sweden, Hungary, Switzerland and many other European countries, surrogacy is completely banned. In Germany, for example, it is the doctors and intermediaries who are responsible, not the parents and the surrogate mother. In such countries, as Australia, the United Kingdom, the Netherlands, Portugal, and Canada, nonprofit, so-called “altruistic” surrogacy is allowed. In some countries, surrogacy is not directly prohibited by law, but at the same time there is no legal regulation (Belgium, Ireland, etc.). At the same time, nowadays, surrogacy is allowed in Israel, Belarus, and Ukraine in some US states, Cyprus, Greece, Luxembourg, Slovenia, Slovakia, etc.

For example, it should be noted, that Greece is one of the very few countries, which has introduced a complete and comprehensive regulatory framework with regards to surrogacy. The Greek legislation came into force in 2002 by Law 3089/2002 for the regulation of the medically assisted human reproduction; it was amended in 2005 by Law 3305/2005, and has been described as one of the most progressive regimes in the modern legal world. The Law includes provisions for a variety of issues, such as human cloning, artificial insemination, cryopreservation of embryos, gamete donation, as well as specific provisions for the permissibility of surrogacy. In addition, Law 3305/2005 makes a declaration for civil and criminal sanctions, thus discouraging any effort to violate the law (Brunet et al., 2013).

The surrogacy law in Israel was ratified in 1996. By law, a man and a woman who are partners are entitled to find a surrogate alone or through a surrogacy agency,
and to enter into a surrogacy contract with her. The surrogacy agreement is submitted to the Board for Approval of Surrogacy Agreements, which verifies the compatibility of the parties to the process: it checks that the surrogate is not entering the process out of “emotional or financial distress and verifies the emotional and physical and medical suitability” of all those involved in the procedure (Ellenbogen et al., 2021).

In Cyprus the approval of surrogacy agreements depends on authorization from both the Board of Medically Assisted Reproduction and the Courts, and the latter can impose certain conditions in its order (Lekkas & Gritzalis, 2004; Kleinaki et al., 2018). The contract is signed afterwards, and must include the commitment to transfer the child’s kinship (at most, as commercial surrogacy is prohibited), the assurance of medical expenses during and after birth by a letter of credit, and state that the surrogate will remain in the country from the 28th week of pregnancy to the date of birth. As a matter of fact, the carrier must be a woman under 50 and permanent resident in the country, or have permission to do so by the Board. The material must be provided by the intended parent or parents (either a heterosexual couple or a single person with a medical condition that impedes procreation) or can come from any donor but the carrier. Parentage transference and the activity of the clinics also resemble the Greek legislation (Alegre et al., 2020; Dei et al., 2019).

Surrogacy has been officially allowed in Ukraine since 1997. For example, Article 281 of the Civil Code of Ukraine (Verkhovna Rada of Ukraine, 2003) stipulates that an adult woman or man has the right on medical grounds to conduct medical programs of assisted reproductive technologies in accordance with the procedure and conditions established by law. Article 290 of the Civil Code of Ukraine (Verkhovna Rada of Ukraine, 2003) states that an adult person has the right to be a donor of blood, its components, as well as organs and other anatomical materials and reproductive cells. At the same time, the Ukrainian legislator does not define the concept of “surrogacy”. However, surrogacy in accordance with the Order of the Ministry of Health of Ukraine (2013) “On approval of the Procedure for the Use of Assisted Reproductive Technologies in Ukraine” No. 787 is defined as one of the assisted reproductive technologies that allows a couple to become biological parents of their child if one of them has congenital or acquired diseases that cause infertility.

According to the general definition, surrogacy is a type of reproductive technology when some or all stages of conception and early development of embryos are carried out outside the body of the genetic mother (Danilova et al., 2021). Surrogacy is also a pregnancy that results from the transfer to the uterine cavity of a surrogate mother of an embryo obtained by in vitro fertilization that is not genetically related to the surrogate mother and is genetically related to at least one of the potential biological parents, the birth of a surrogate child and transfer of the child to potential biological parents, for whom pregnancy and childbirth are impossible on medical grounds. The Decision of the Court of Appeal of Kharkiv Oblast (2015) states that surrogacy services are based on the contractual civil nature, and in its content is a kind of reproductive technology, when some or all the stages of conception and early development of embryos take place outside the body of the genetic mother. Inter alia, it also states, that a surrogate mother is a
woman who has voluntarily agreed to become pregnant in order to bear and give birth to a genetically alien child who will be raised by other biological parents (Court of Appeal of Kharkiv Oblast, 2015).

However, it should be noted, that the most accurate definition is the definition adopted by the World Health Organization in 2001, which is guided not by the term “surrogate mother” but by the term “gestational courier.” Inter alia, it is defined that gestational carrier is a woman in whom a pregnancy resulted from fertilization with third-party sperm and oocytes. She carries the pregnancy with the intention or agreement that the offspring will be parented by one or both of the persons that produced the gametes (Vayena et al., 2002). It is significant that the words “mother” or “parents” are not even used in this definition, indicating that the World Health Organization considers the relationship between donors and surrogates to be primarily contractual (Dudar et al., 2021).

It should be noted that the mandatory notarial form for agreements on surrogate motherhood will guarantee the protection of the rights of both future parents and the gestational courier, as well as provide the necessary regulatory regulation of legal relations based on the use of the described reproductive technologies (Swain & Rogerson, 2021; Gough et al., 2021). For comparison, in some states, when concluding a surrogacy agreement, the written consent of the actual parents of the child is required for the implantation of the embryo of the surrogate mother (Republic of Azerbaijan, Georgia, Republic of Uzbekistan); notarization of the agreement (Republic of Armenia, Republic of Kazakhstan, Kyrgyz Republic); notarized consent of a woman who gave birth to a child for embryo implantation (Ukraine). Australia has a government «approval» procedure for surrogacy contracts. In some US states (Virginia, New Hampshire), the surrogacy contract requires court authorization (Mitryakova, 2006).

According to the Order of the Ministry of Health of Ukraine (2013) “On approval of the Procedure for the Use of Assisted Reproductive Technologies in Ukraine” No.787, the contract between the surrogate mother and the parents must be notarized, which provides additional guarantees for its proper execution, since there have been cases of non-fulfillment of her duties as a surrogate mother (refusal to give the child to biological parents, requirements for additional remuneration) and genetic parents (refusal to take the child). At the same time, the type, form and essential conditions of the contract between the agency (medical institution) and the genetic parents are not established by law, which makes it possible to conclude such an agreement in a simple written form without notarization (Rinartha et al., 2018).

Discussion

In practice, contracts, concluded without notarization are violated very often. As an example, we could give the decision of the Shevchenkovsky District Court of Kyiv (2013). In this case, the surrogate mother is suing the health care facility where the assisted reproductive technology was performed and the potential parents, who are spouses, citizens of Italy, to declare the transaction invalid. In support of its claims, the surrogate mother notes that the potential parents did not comply with the terms of the contract, did not submit to the civil registry
office the notarized consent of the surrogate mother to register potential parents as parents and did not register their children.

The court found that on 20 November 2009 a contract was concluded between the spouses, the health care institution and the surrogate mother for the implementation of assisted reproductive technology through the use of surrogacy, according to which the subject of this agreement is pregnancy after transfer to the uterine cavity the surrogate mother of embryos obtained as a result of the procedure of fertilization using an egg and sperm belonging to potential parents. After the birth of the children, the surrogate mother did not give notarized consent to the parents of the spouses, did not transfer the children to the parents, but instead applied to the Department of State Registration of Civil Status of the Bar District Department of Justice of Vinnytsia region. Maternity leave, she applied for registration as her mother and her husband as the father of the children.

Considering this case, the Shevchenkivsky District Court of Kyiv (2015) came to the conclusion that the claim was not subject to satisfaction, and decided to reject the surrogate mother’s claim to invalidate the transaction in full. After that, the surrogate mother filed an appeal. By its decision in case-22-ts/796/331/2014, the Kyiv City Court of Appeal (2014) upheld the surrogate mother’s appeal and upheld the decision of the Shevchenkivsky District Court of Kyiv of 25 July 2013. It follows from the above that a surrogate mother’s failure to consent to the registration of potential parents by the child’s parents can lead to very negative consequences in the form of lengthy litigation and the possibility of blackmailing potential parents by the surrogate mother. Therefore, we believe that in order to prevent such situations and proper regulation of relations between the participants of assisted reproductive technology, it is necessary to notarize the contract.

Taking into account the fact that a notary is called upon to ensure the protection of the rights and legitimate interests of citizens and legal entities by performing notarial actions, the notarial form gives a greater degree of reliability to the contract, allows one to ascertain the real will of its participants, ensures the correctness of the drafting and conclusion of the contract, contributes to the creation and compliance with the necessary conditions for the emergence and subsequent development of the legal relationship in question - it is necessary to legally fix the clause that the surrogacy agreement is considered concluded from the moment of its notarization (Nandari et al., 2021).

It should be noted that a notary is obliged to provide assistance to individuals and legal entities in the exercise of their rights and protection of legitimate interests, to explain to them the provisions of the current legislation, their rights, obligations, responsibility, to warn about the consequences of the notarial actions performed so that legal ignorance cannot be used by him in harm. At the same time, the notary must make sure that the surrogate mother and genetic parents are of a sanity, solid memory, without any coercion, without being under the influence of difficult circumstances, understand the Ukrainian language, carefully read the terms of the contract personally in the presence of notary and agree with each point of the contract. It should be noted, that an addition to the contract can
be: notarized statement of husband of the married surrogate mother; notarized statement of free will and voluntary, informed consent to participate in the surrogacy program from each of their genetic parents; notarized statement of the surrogate mother about her consent to register the child to genetic parents, which is submitted when registering the child with the registration authority. Also, a notary is obliged to keep confidential information that has become known to him in connection with the implementation of activities. Inter alia, in accordance with Article 8 of the Law of Ukraine “On notaries” (Verkhovna Rada of Ukraine, 1993) the notary observes the secrecy of the notarial act and maintain strict confidentiality with respect to information that becomes known to him/her. Contract on surrogacy should be notarized before the embryo is actually transferred into the body of a surrogate mother.

At the same time, for the execution of the contract on surrogacy, it should be necessary to provide a certain set of documents that differ for the parties to the agreement. For example, the surrogate mother should provide: passport, as well as the individual taxpayer identification number; a medical certificate certified the full health of the mother and her readiness for bearing a child and childbirth; a statement certified by a notary, regulating the desire to transfer the child to new parents. Also, if a woman is married, then she cannot be surrogate mother without the written permission of the husband, indicating that he fully approves this decision. Moreover, genetic parents are obliged to provide a certain set of documents, otherwise a deal made with a surrogate mother cannot be considered as completed. The required list is as follows: passport, individual taxpayer identification number; certificate reflecting the registration of marriage; medical certificates reflecting the physical and psychological health of the parents; for example, they should prove the absence of chronic diseases dangerous to health, and so on. Each parent must obtain written notarized consent to the surrogacy.

A notarized agreement makes it easier for the interested party to prove their rights, since the content of the agreement, the authenticity of the signatures of the participants, the verification of their legal capacity, the time, place of certification, the will of the parties, officially recorded by the notary, are as reliable as possible. According to Stefanchuk (2004), written methods of assisted reproductive technologies, including the contract of surrogacy is not widespread for a number of reasons. According to the scientist, the first of such reasons is that in society it is accepted that contractual activity can suspend medical. It is also noted that it is impossible to foresee all probable surprises in the contract when providing medical care. However, the patient is still unable to obtain the information to the extent that it is necessary to provide it in connection with the provision of medical care.

Rozgon (2010), notes that: “contract on surrogacy must be certified by a notary, because this is what allows, in case of appeal against the contract in court, to confirm the voluntary actions of the parties”. At the same time, Markovych & Krikalo (2020), believe that the form of the contract on surrogacy should be only written and notarized. In our opinion, the surrogacy agreement must be concluded in writing and be notarized. Thus, the law should provide for the conclusion of an agreement on surrogacy in a complex written form (with a
notarized certificate). Therefore, the contract will be considered concluded from the moment of its notarization and its validity will continue until the parties fully fulfill their obligations or the obligation is terminated in another way.

At the same time, Paragraph 11 of Chapter 1 of Section III of the Rules of State Registration of Civil Status Acts of Ukraine (Ministry of Justice of Ukraine, 2020) prescribes the following: consent to such transfer. In this case, simultaneously with the document confirming the fact of birth of the child by this woman, an application for her consent to the registration of the spouse by the child’s parents is submitted, the authenticity of the signature of which must be notarized, as well as a certificate of genetic kinship. In addition, we fully agree with Levchuk (2019), who notes that in order to register parents-customers of the surrogate program by the child’s parents, in addition to their application for birth registration, they must provide the civil registry office with a notarized statement-consent of the surrogate mother child, according to the medical certificate of birth, potential parents who ordered a surrogate program and a certificate of genetic relatedness of the child with at least one of them.

**Conclusion**

A person, his life and health, honor and dignity, inviolability and security are recognized in Ukraine as the highest social value. Human rights and freedoms and their guarantees determine the content and direction of the state. The establishment and protection of human rights and freedoms is the main duty of the state. One of the basic natural rights of every human being is the right to procreation. A person can exercise this right through paternity. According to Art. 51 of the Constitution of Ukraine, the family, childhood, motherhood and fatherhood are protected by the state. However, some people are deprived of the opportunity to exercise their right to parenthood for medical reasons, namely through infertility.

That is why, the need for surrogacy is particularly relevant in the context of the growing incidence of infertility in people of childbearing potential. The question of the need to improve legislation on surrogacy is not in doubt for many legal scholars and practitioners. This need is evidenced by the existing case law. But, unfortunately, the modern legislator pays little attention to this issue.

It should be noted that due to the fact that the field of surrogacy is regulated fragmentarily, in most cases it leads to a violation of the rights of both biological parents and the surrogate mother. This often leads to various problems related to the surrogate mother’s refusal to give the child to biological parents, demands for additional financial compensation, biological parents’ refusal to pay the surrogate mother the promised amount, failure to provide the surrogate mother with proper conditions during pregnancy and childbirth, etc.

In Ukraine, which is one of the world leaders in surrogacy services, there is no comprehensive legal regulation of this new institution of medical law. Firstly, there is no doubt about the need to introduce the definition of «surrogacy agreement» into Ukrainian law. Secondly, it is important for the central authorities to develop a model agreement on the provision of surrogacy services in
order to take into account the rights and legitimate interests of participants in surrogacy and to provide at the legislative level the need for notarization of such an agreement.

Thirdly, the notarial form of the contract will significantly reduce the risk of adverse consequences for the parties. Notarization of a surrogacy agreement is an unconditional evidentiary force and a guarantee of the protection of the rights of all persons involved in the transaction, which is not the case in a simple written form of an agreement. In addition, the obligatory notarized form of the surrogacy agreement will eliminate the criminal component in this segment of services.

Fourth, it is necessary to adopt a separate special law that would provide comprehensive regulation of surrogacy, as well as all other types of assisted reproductive technologies. That is why, considering the above, it can be concluded that these problems can be solved by deepening the study of this area and developing, on this basis, practical recommendations for improving the legal regulation of procedural aspects of surrogacy in Ukraine.

References


Vayena, E., Rowe, P. J., & Griffin, P. D. (2002). *Current practices and controversies in assisted reproduction: report of a meeting on medical, ethical and social aspects of assisted reproduction, held at WHO Headquarters in Geneva, Switzerland*. World Health Organization.