

Some Aspects of Notarization of the Surrogacy Agreement: The Experience of Ukraine and the World

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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, there is no clear regulation for the notarization of the surrogacy agreement. 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 were the following: normative semantic method, general logical methods of cognition, comparative and formal legal methods, generalization, historical method, systemic method, and structural and functional method. The research results proved the need for the legislative regulation of surrogacy. If a notarial form of the surrogacy agreement is implemented, it can significantly reduce the criminal component in this service and the risk of adverse consequences for the parties. There must be a separate law on the regulation of surrogacy 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 constant growth.^[1] 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.^[2] The 2019 Council of Europe report estimates that approximately 8 million children have been born to date through this procedure.^[3] The legal regulation of surrogacy services, which provides for paternity and ensures the minimum compromise to human rights and freedoms, is becoming essential and requires adaptive legislative regulation.^[4]

It is worth noting that the first official agreement on surrogacy was signed in 1976.^[5] However, it is interesting that the legislation of Ukraine does not require the notarization of such an agreement. Legislative gaps in the legal regulation of surrogacy can lead to 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, and failure to provide the surrogate mother with proper conditions during pregnancy and childbirth.^[6] Therefore, there must be a conclusion of such an agreement 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.^[7]

It means that the following categories of litigation may arise in relation to surrogacy in practice: disputes over the invalidation

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of contracts, contest of maternity, exclusion of information from the record, amendments to the birth certificate, establishment of the family connection of the newborn child with the parents, 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, unlike in the case of a simple written form of the agreement. If a dispute arises between the parties, a surrogacy agreement sealed by a notary will have special evidentiary force in court, while a simple written agreement will not.^[8]

Given all the above, this article 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.

LITERATURE REVIEW

Stoll analyzed the Swedish law on surrogacy arrangements and legal parenthood and mentioned the potential legal complications following surrogacy arrangements since surrogacy is often seen as unethical and not permitted.^[9] These issues typically arise in connection with the legal parenthood of the child, and their most common formulations are the following: the rights and responsibilities of parents and difficulties either in determining the right to legal parentage or parental obligations, i.e., who has or should have legal responsibility for the child.

At the same time, Pillai made a research on a surrogacy arrangement.^[10] The researcher defined that a surrogacy arrangement between an intended parent(s) and the surrogate woman requires a clear understanding of their rights and duties toward each other. This contract can be a formal written agreement or a mere understanding between the parties. The authors of this article hold that an oral form of mere understanding between parties is not enough for concluding such an agreement since it will be difficult to prove its existence in the case of litigation. Moreover, such an agreement should be notarized to protect the rights of the parties.

Yunin^[11] noted that the legal means for protecting the rights of the parties to the agreement traditionally include the written consent of the genetic parents, the surrogate mother, and her spouse 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.^[12] 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. On the other hand, there are cases when genetic parents refuse to take the child for particular reasons (birth of several children, birth of a child with defects, change of financial status, etc.).

However, the authors of this article believe that there should be the notarization of a surrogacy arrangement in addition to its conclusion in a written form.

Rozgon 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, the researcher highlighted principle points in court proceedings for the paternity of a child born by a surrogate mother in another state.^[13] The authors of this article agree with Reznik and Yakushchenko, who mention that there are no requirements for the form of the agreement at the legislative level. Therefore, they believe that it is advisable to conclude the surrogacy agreement in a writing, notary-certified, and state-registered form.^[14] The notary would 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 consolidate it in legislative acts. These steps are necessary to protect the rights and legitimate interests of the parties to the contract and a child born via surrogacy.

METHODOLOGICAL FRAMEWORK

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

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, and classification) and specific scientific (historical legal, comparative legal, and formal legal) methods of scientific knowledge. The above made it possible to research the issues considered in the study as deeply as possible. The object of research was decomposed into its components by the method of analysis. 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, the authors of this article studied the composition of the participants in the surrogacy procedure by the methods of analysis and synthesis.

Based on individual knowledge about contracts on surrogacy, the induction method allowed singling out general provisions for 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 comparative and legal method allowed analyzing foreign experience in the legal regulation of surrogacy. The formal and legal method and the method of generalization were used to interpret the concept of surrogacy.

The authors applied the historical method to examine the history of the origin and development of surrogacy in general. The systemic and structural-functional methods formed the basis for the analysis of the notarization of surrogacy agreements. The method of generalization provided an opportunity to formulate the conclusions of this article. It is worth noting that methods of interpreting legal norms and the formal and logical method facilitated the study of most aspects under research. At the same time, the selection of scientific information allowed the author to formulate several 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,^[15] the Civil Code of Ukraine,^[16] the Family Code of Ukraine,^[17] other laws, regulations, including the Ministry of Health of Ukraine,^[18] and other acts regulating the object of the study. The empirical basis of the study was the case law on the issues under the study and materials of scientific and practical conferences and seminars, reports, and discussions reflecting the views of their participants on various aspects of problems in the field of legal regulation of aspects of the notarization of a surrogacy agreement. The authors of this article considered the domestic and foreign experience of the procedural aspects of the notarization of the surrogacy agreement and the case law of foreign countries arising on issues related to this method of assisted reproductive technologies.

RESULTS

There is no single approach to surrogacy in the world. For example, the decision of the European Court of Human Rights in the case “Labassee v. France”^[19] states that each state can decide for itself whether to allow or prohibit surrogacy in its territory. As for the experience of countries in the legal regulation of surrogacy, Onishchenko and Kozina determine three main regimes – altruistic, legal, and banning regimes.^[20] 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 a banning regime are guided by moral and ethical principles, trying to avoid the conversion of children into goods and the exploitation of surrogate mothers.

The vast majority of countries in the world prohibit the use of assisted reproductive technologies in the form of surrogacy. Surrogacy is completely banned in Spain, Italy, France, Sweden, Hungary, Switzerland, and many other European countries. In Germany, for example, it is the doctors and intermediaries who are responsible, not the parents and the surrogate mother. Nonprofit, so-called “altruistic” surrogacy is allowed in such countries as Australia, the United Kingdom,

the Netherlands, Portugal, and Canada. The law of some countries does not directly prohibit surrogacy, but there is no legal regulation (Belgium, Ireland, etc.). At the same time, surrogacy is allowed in Israel, Belarus, Ukraine, some US states, Cyprus, Greece, Luxembourg, Slovenia, Slovakia, etc.

For example, Greece is one of the very few countries which has introduced a complete and comprehensive regulatory framework on surrogacy. The Greek legislation came into force in 2002 by Law 3089/2002 for the regulation of 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, and 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.^[21]

The surrogacy law was ratified in Israel 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 parties submit the surrogacy agreement to the Board for Approval of Surrogacy Agreements, which verifies their compatibility. The Board checks whether the surrogate is not entering the process out of “emotional or financial distress and examines the emotional, physical, and medical suitability” of all those involved in the procedure.^[22]

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. The contract is signed afterward 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 the statement that the surrogate will remain in the country from the 28th week of pregnancy to the date of birth. The carrier must be a woman under 50 who has either permanent residence in the country or permission to do so from the Board. The material must be provided by the intended parent(s) (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.^[23]

Surrogacy has been officially allowed in Ukraine since 1997. For example, Article 281 of the Civil Code of Ukraine^[16] stipulates that an adult person has the right on medical grounds to conduct medical programs of assisted reproductive technologies under the procedure and conditions established by law. Article 290 of the Civil Code of Ukraine^[16] states that an adult person has the right to be a donor of blood, its components, organs, and other anatomical materials and reproductive cells. However, the Ukrainian legislator does not define the concept of surrogacy. The Order of the Ministry of Health of Ukraine “On approval of the Procedure for the

Use of Assisted Reproductive Technologies in Ukraine” No. 787 defines surrogacy as one of the assisted reproductive technologies allowing a couple to become biological parents of their child if one of them has congenital or acquired diseases that cause infertility.^[18]

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. 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. It is also 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^[24] states that surrogacy services are of contractual civil nature and represent a kind of reproductive technology in its content when some or all the stages of conception and early development of embryos take place outside the body of the genetic mother. It also states that a surrogate mother is a woman who has voluntarily agreed to become pregnant to bear and give birth to a genetically alien child who will be raised by other biological parents.^[24]

It is worth noting that the World Health Organization adopted the most accurate definition in 2001, which was guided not by the term “surrogate mother” but by the term “gestational courier.” A gestational carrier is defined as a woman pregnant as a result of fertilization with third-party sperm and oocytes. A woman carries the pregnancy with the intention or agreement that one or both of the persons who have produced the gametes will parent the offspring.^[25] Significantly, 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.

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 and provide the necessary regulation of legal relations based on the use of the described reproductive technologies. In order to conclude a surrogacy agreement, some states request written consent from the actual parents of the child for the implantation of the embryo of the surrogate mother (the Republic of Azerbaijan, Georgia, and the Republic of Uzbekistan). There must be the notarization of the agreement in the Republic of Armenia, the Republic of Kazakhstan, and the Kyrgyz Republic; the notarized consent of a woman who gives birth to a child for embryo implantation is required in Ukraine. Australia has a government “approval” procedure for surrogacy contracts. In some US states (Virginia and New Hampshire), the surrogacy contract requires court authorization.^[26]

According to the Order of the Ministry of Health of Ukraine, “On approval of the Procedure for the Use of Assisted

Reproductive Technologies in Ukraine” No. 787, a surrogate mother and parents must notarize the contract.^[18] It provides additional guarantees for the proper execution of the contract since there have been cases of nonfulfillment of duties as a surrogate mother (refusal to give the child to biological parents and 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.

DISCUSSION

In practice, contracts concluded without notarization are violated very often. The decision of the Shevchenkivsky District Court of Kyiv can be an example.^[27] 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 these claims, the surrogate mother noted that the potential parents did not comply with the terms of the contract; they neither submitted to the civil registry office the notarized consent of the surrogate mother to register potential parents as parents nor registered their children.

The court found that the spouses, the health-care institution, and the surrogate mother concluded the contract on the implementation of assisted reproductive technology through the surrogacy on November 20, 2009. According to it, the subject of this contract was pregnancy caused by the transfer to the uterine cavity of the surrogate mother of embryos obtained through the procedure of fertilization with 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 and did not transfer the children to the parents. The surrogate mother instead applied to the Department of State Registration of Civil Status of the Bar District Department of Justice of the Vinnytsia region for registration as the mother and her husband as the father of the children.

The Shevchenkivsky District Court of Kyiv concluded that the claim was not subject to the satisfaction and rejected the surrogate mother’s claim to invalidate the transaction in full.^[27] After that, the surrogate mother filed an appeal. By its decision in case-22-ts/796/331/2014, the Kyiv City Court of Appeal upheld the surrogate mother’s appeal and upheld the decision of the Shevchenkivskyi District Court of Kyiv as of July 25, 2013.^[27] The above proves that a surrogate mother’s failure to consent to the registration of potential parents by the child’s parents can lead to very unfavorable consequences in the form of lengthy litigation and the possibility of blackmailing potential parents by the surrogate mother. Therefore, the author of this article believes that the notarization of the contract is necessary to prevent such situations and proper regulation of relations between the participants of assisted reproductive technology.

Since 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. It allows one to ascertain the true will of its participants, ensures the correctness of the drafting and conclusion of the contract, and contributes to the creation and compliance with the necessary conditions for the emergence and subsequent development of the legal relationship in question. Therefore, it is necessary to legally fix the clause that the surrogacy agreement is considered concluded from the moment of its notarization.

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; explain to them the provisions of the current legislation, their rights, obligations, and responsibility; and warn about the consequences of the notarial actions performed so that legal ignorance cannot be used by them in harm.^[28] At the same time, the notary must make sure that the surrogate mother and genetic parents have sanity and solid memory without any coercion or being under the influence of difficult circumstances, understand the Ukrainian language, carefully read the terms of the contract personally in the presence of a notary, and agree with each point of the contract. There can be the following supplements to the contract: a notarized statement of a spouse of the married surrogate mother; a notarized statement of free will and voluntary, informed consent to participate in the surrogacy program from each of their genetic parents; and a notarized statement of the surrogate mother about her consent to register the child to genetic parents, which is submitted when registering the child. A notary is obliged to keep confidential information that has become known to them in connection with the implementation of activities.^[29] Under Article 8 of the Law of Ukraine, “On notaries,”^[30] the notary observes the secrecy of the notarial act and maintains strict confidentiality with respect to information that becomes known to them. The notarization of contracts on surrogacy should be prior to the embryo being 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, a surrogate mother should provide the following documents: passport, individual taxpayer identification number, medical fitness certificate, and a statement certified by a notary regulating the desire to transfer the child to new parents. Furthermore, if a woman is married, then she cannot be a 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 completed. The required list includes the passport, individual taxpayer identification number, marriage certificate, and medical fitness certificates regarding the mental and physical health of the parents (the absence of chronic diseases dangerous to health, etc.). Each parent must obtain written notarized consent to the surrogacy.

A notarized agreement makes it easier for the interested party to prove their rights. The following elements of the notarized agreement significantly simplify the above procedure: the agreement content, the authenticity of the participants' signatures, the verification of their legal capacity, the time and place of certification, and the will of the parties officially recorded by the notary. According to Stefanchuk, written methods of assisted reproductive technologies, including the contract of surrogacy, are not widespread for a number of reasons.^[31] 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 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.”^[32] At the same time, Markovych and Krikalo believe that the form of the contract on surrogacy should be only written and notarized.^[33] The authors of this article hold that 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^[34] 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. The authors of this article agree with Levchuk^[35] that the registration of customers as child's parents requires them to provide the civil registry office with a notarized statement-consent of the surrogate mother in addition to their application for birth registration.

CONCLUSION

A person, their life and health, honor and dignity, inviolability, and security are recognized as the highest social value in Ukraine. 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. Unfortunately, the modern legislator pays little attention to this issue.

Since the field of surrogacy is regulated fragmentarily, it often 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. First, there is no doubt about the need to introduce the definition of "surrogacy agreement" into Ukrainian law. Second, the central authorities need 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 provide the need for notarization of such an agreement at the legislative level.

Third, 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, unlike 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 and all other types of assisted reproductive technologies.

By the above, the authors of this article can conclude 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.

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REFERENCES

- Piersanti V, Consalvo F, Signore F, Del Rio A, Zaami S. Surrogacy and "procreative tourism". What does the future hold from the ethical and legal perspectives? *Medicina (Kaunas)* 2021;57:47.
- Kuchynska OP, Kashyntseva OY, Shchyhol OV. Current issues of legal regulation of surrogate maternity and enforcement of rights of surrogate mothers. *Wiad Lek* 2020;73:2871-6.
- Parliamentary Assembly of the Council of Europe. Report "Anonymous Donation of Sperm and Oocytes: Balancing the Rights of Parents, Donors and Children"; 2019. Available from: <https://assembly.coe.int/nw/xml/XRef/Xref-XML2HTML-en.asp?fileid=25439&lang=en>. [Last accessed on 2021 May 06].
- Sylkina SM, Mynbatyrova NK, Umbetbayeva ZB, Shulanbekova GK, Baitukayeva DU. Surrogacy: An international comparative analysis of the fundamental legislative principles of Ukraine. *Med Sci Law* 2020;60:37-44.
- Kravtsova T, Kornienko M. Surrogacy: Problems of Legal Regulation and Judicial Practice. Vol. 13. *Legal Newspaper*; 2020. Available from: <https://jur-gazeta.com/publications/practice/medichne-pravo-farmaceutika/surogatne-materinstvo-problemi-pravovogo-regulyuvann>. [Last accessed on 2021 May 06].
- Cherniavskiy SS, Golovkin BN, Chornous YM, Bodnar VY, Zhuk IV. International cooperation in the field of fighting crime: Directions, levels and forms of realization. *J Leg Ethical Regul Issues* 2019;22:1-11.
- Yu S. Agreement on Surrogacy: How to Conclude and Declare. Vol. 50. *Legal Newspaper*; 2019. Available from: <https://jur-gazeta.com/publications/practice/inshe/dogovir-pro-surogatne-materinstvo-yak-pravilno-ukladati-ta-deklaruvati.html>. [Last accessed on 2021 May 06].
- Yaroshenko OM, Vapnyarchuk NM, Lozovoi SV, Yakovleva GO, Yakovlyev OA. General-compulsory medical insurance: World experience. *J Adv Res Law Econ* 2018;9:1829-38.
- Stoll J. Surrogacy Arrangements and Legal Parenthood: Swedish Law in a Comparative Context. Uppsala: Uppsala University; 2013.
- Pillai A. Surrogacy contracts: Issues and challenges. *Rostrum Law Rev* 2020;1:218-71.
- Yunin O. Civil law aspects of surrogacy. *Sci Bull Dnipropetrovsk State Univ Intern Aff* 2017;3:119-24.
- Novikovas A, Novikoviene L, Shapoval R, Solntseva K. The peculiarities of motivation and organization of civil defence service in Lithuania and Ukraine. *J Sec Sustain Issues* 2017;7:369-80.
- Rozgon O. The problem of establishing the origin of children with the use of assisted reproductive technologies. *Sci Papers Legislation Inst Verkhovna Rada Ukraine* 2017;4:56-63.
- Reznik OM, Yakushchenko YM. Legal considerations surrounding surrogacy in Ukraine. *Wiad Lek* 2020;73:1048-52.
- Verkhovna Rada of Ukraine. Constitution of Ukraine; 1996. Available from: <https://rm.coe.int/constitution-of-ukraine/168071f58b>. [Last accessed on 2021 May 06].
- Verkhovna Rada of Ukraine. Civil Code of Ukraine; 2003. Available from: <https://zakon.rada.gov.ua/laws/show/435-15#Text>. [Last accessed on 2021 May 06].
- Verkhovna Rada of Ukraine. Family Code of Ukraine; 2002. Available from: <https://zakon.rada.gov.ua/laws/show/2947-14#Text>. [Last accessed on 2021 May 06].
- Ministry of Health of Ukraine. Order No. 787 "On Approval of the Procedure for the Use of Assisted Reproductive Technologies in Ukraine"; 2013. Available from: <https://zakon.rada.gov.ua/laws/show/z1697-13#Text>. [Last accessed on 2021 May 06].
- European Court of Human Rights. Case of Labassee v. France. Application No 65941/11; 2014. Available from: <https://www.refworld.org/cases,ECHR,53b678b74.html>. [Last accessed on 2021 May 06].
- Onishchenko OV, Kozina PY. Surrogate motherhood in Ukraine and abroad: A comparative legal aspect. *Law Herald* 2015;3:102-8.
- Brunet L, King D, Carruthers J, Marzo C, Davaki K, McCandless J. A Comparative Study on the Regime of Surrogacy in EU Member States. Brussels: European Union; 2013.
- Ellenbogen A, Feldberg D, Lokshin V. Surrogacy – A worldwide demand. Implementation and ethical considerations. *Gynecol Reprod Endocrinol Metab* 2021;2:66-73.
- Alegre LC, Andreu MA, Crespo SS. Gestational Surrogacy: A European Overview and the Spanish Case. A Feasible Proposal?; 2020. Available from: <https://www.ejtn.eu/PageFiles/18747/TH-2020-03%20ES.pdf>. [Last accessed on 2021 May 06].
- Court of Appeal of Kharkiv Oblast. Case No. 645/9412/14-ts Sharko O.P.; 2015. Available from: <https://zakononline.com.ua/court-decisions/show/45897523>. [Last accessed on 2021 May 06].

25. Vayena E, Rowe P, Griffin P. Current Practices and Controversies in Assisted Reproduction. Geneva: World Health Organization; 2002.
26. Mitryakova ES. Legal Regulation of Surrogate Motherhood in Russia. Tyumen: University of Tyumen; 2006.
27. Shevchenkivsky District Court of Kyiv. Case No. 2610/22368/2012; 2013. Available from: <https://verdictum.ligazakon.net/document/32701643>. [Last accessed on 2021 May 06].
28. Vystavna Y, Cherkashyna M, van der Valk MR. Water laws of Georgia, Moldova and Ukraine: Current problems and integration with EU legislation. *Water Int* 2018;43:424-35.
29. Levchenko I, Dmytriieva O, Shevchenko I, Britchenko I, Kruhlov V, Avanesova N, *et al.* Development of a method for selected financing of scientific and educational institutions through targeted capital investment in the development of innovative technologies. *East Eur J Enterprise Technol* 2021;3:55-62.
30. Verkhovna Rada of Ukraine. Resolution No. 3425-12. Law of Ukraine “On Notaries”; 1993. Available from: <https://zakon.rada.gov.ua/laws/show/3425-12#Text>. [Last accessed on 2021 May 06].
31. Stefanchuk RO. The concept, system, features of exercise and protection of reproductive rights of a natural person. *Bull Khmelnytsky Inst Reg Manag* 2004;1:103-6.
32. Rozgon O. Surrogacy: Problems of legal and contractual regulation. *Small Encyclopedia Notary* 2010;3:120-40.
33. Markovych H, Krikalo O. Surrogate maternity in Ukraine: Problematic aspects of legal regulation. *Leg Sci Electron J* 2020;7:194-7.
34. Ministry of Justice of Ukraine. Order No. 52/5 about Approval of Rules of State Registration of Acts of Civil Status in Ukraine; 2000. Available from: <https://cis-legislation.com/document.fwx?rgn=15874>. [Last accessed on 2021 May 06].
35. Levchuk Y. Theoretical and practical aspects of notarization of the contract for the provision of surrogacy services. *Hist Leg J* 2019;2:72-7.