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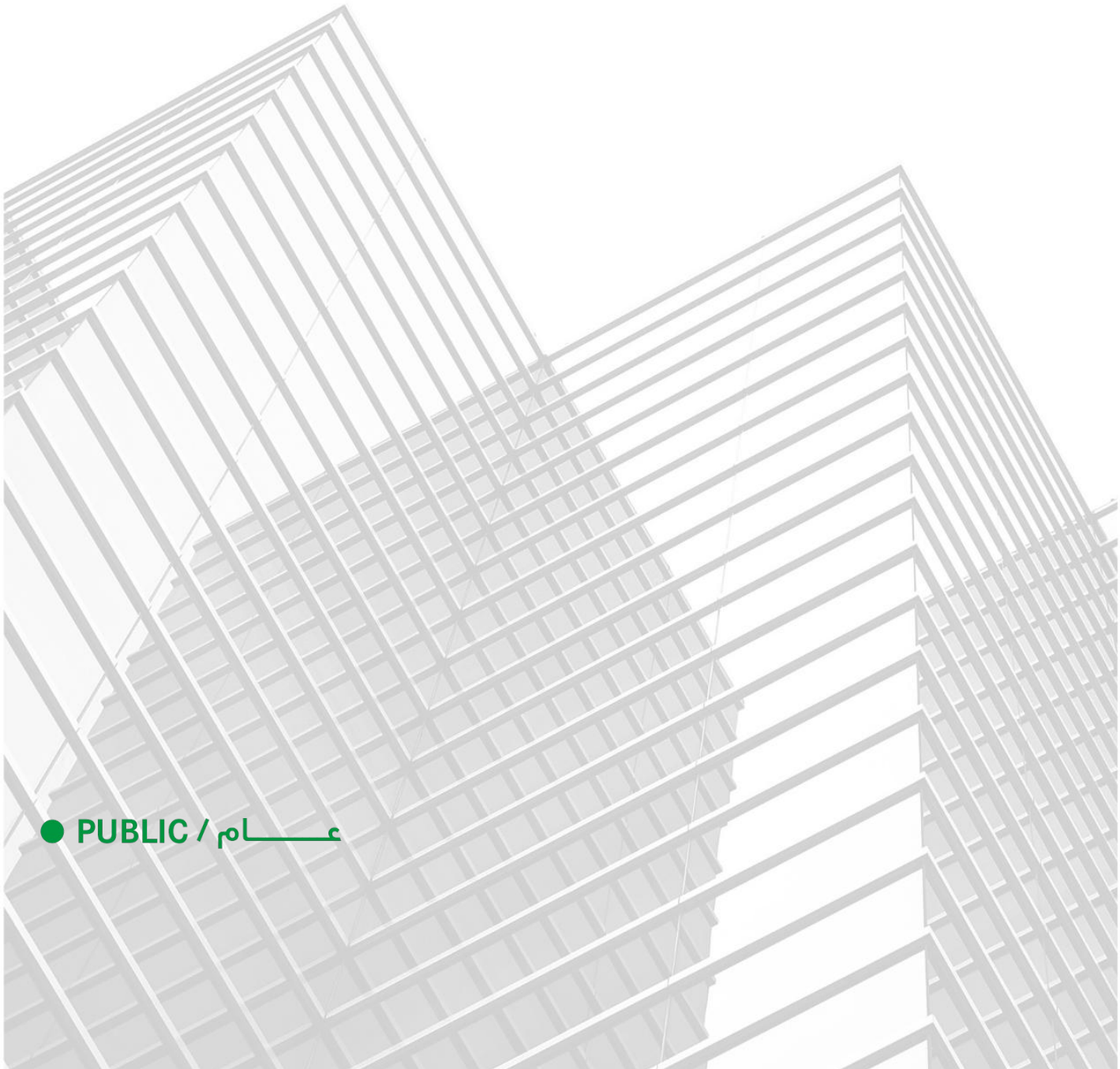
DEPARTMENT OF HEALTH

Gestational Surrogacy Standard (Full Surrogacy)



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1. Standard Scope

1.1. This Standard defines the minimum quality, ethical, and clinical governance requirements for the delivery of gestational surrogacy (full surrogacy) services in the Emirate of Abu Dhabi.

1.2. It applies to all Department of Health (DoH) licensed hospitals and Assisted Reproductive Technology (ART) clinics authorized to surrogacy services.

1.3. This standard should be read in conjunction with existing standards on assisted reproductive techniques [1,2,3].

2. Definitions and Abbreviations

No.	Term / Abbreviation	Definition
2.1	Assisted reproductive technology (ART)	ART includes any lawful treatments offered to couples experiencing reproductive problems for the purpose of establishing a pregnancy, i.e., medical means and methods that help to become pregnant and give birth without natural intercourse and include clinical and biological interventions that aim to achieve this.
2.2	Department of Health (DoH)	The regulative body of the Healthcare Sector in the Emirate of Abu Dhabi, Established based on law No. (10) of 2018.
2.3	Embryo	The fertilized egg (the zygote) undergoes cell divisions in the pre-organogenesis stage, that is, during the first two weeks.
2.4	EMR	Electronic Medical Record
2.5	Fertilization	The fusion of haploid gametes, egg, and sperm, to form the diploid zygote. This happens when the sperm penetrates the outer membrane of the egg.
2.6	Gestational Surrogacy (full surrogacy)	It is one of the means of medical assistance in reproductive health in accordance with the law. In which only the spouses provide the ovum and sperms.

2.7	HIS	Health Information System
2.8	Infertility	Infertility is a disease of the male or female reproductive system defined by the failure to achieve a pregnancy after regular unprotected sexual intercourse.
2.9	Spouses	The concerned individuals or spouses who have a genetic link to the child born through surrogate uterus
2.10	Ovulation induction	Administration of drugs to induce multiple ovulations.
2.11	PGT- A	Pre-implantation genetic testing for aneuploidy
2.12	PGTM/SR	Pre-Implantation Genetic Testing for Monogenic Diseases (PGT-M) and Structural Arrangements (PGT-SR)
2.13	Surrogate Mother	An individual who carries and delivers a child on behalf of another couple. This process involves the surrogate being impregnated through in vitro fertilization (IVF) and intracytoplasmic sperm injection (ICSI) with an embryo that is genetically unrelated to her. The embryo is created using the gametes of the spouses
2.14	WES	Whole exome sequencing

3. Standard Requirements and Specifications

3.1 Licensure Requirements

3.1.1 Licensed Maternity hospitals and Assisted Reproductive Technology (ART) clinics should obtain Department of Heath (DoH) authorization to provide surrogacy service.

3.2 Staffing:

3.2.1 Facilities shall ensure the availability of a multi-disciplinary team composed of a sufficient number of all licensed personnel necessary for the delivery of services (fertility specialists, reproductive endocrinologists, obstetricians, psychiatrists, case coordinators and legal counselors).

3.3 Facility design:

3.3.1 Facilities shall ensure that they meet DoH regulations related to facility design and ensure alignment with related DoH standards.

3.3.2 Provide a supportive environment that recognizes the personal and cultural sensitivities associated with infertility and spouses' needs for privacy and confidentiality.

3.4 Supplies and equipment:

3.4.1 Ensure that adequate levels of supplies are available to serve the population of patients treated; and equipment is routinely maintained and serviced in accordance with the manufacturer's recommendations and retain records to evidence this.

3.5 Governance:

3.5.1 Each facility shall maintain a Surrogacy Quality Governance Committee chaired by the Medical Director.

3.5.2 Quarterly audits shall be performed on compliance, consent documentation, and outcome reporting.

3.5.3 Each facility shall implement mechanisms to address any concerns or complaints related to the gestational surrogacy process.

4. Key stakeholder Roles and Responsibilities

4.1 Eligibility criteria for Gestational Surrogacy (full surrogacy) (see Appendix A)

4.1.1 **Eligibility of female spouse**: The mother is deemed eligible based on the approval of the Surrogacy medical committee

4.1.1.1 The female spouse must be of legal age (18-47 years) and deemed mentally and physically capable of raising a child following assessments by healthcare providers.

4.1.1.2 The female spouse has a disorder of the uterus that makes successful implantation impossible (such as the congenital absence of a uterus or vagina or Asherman's Syndrome).

4.1.1.3 The female spouse has had repeated implantation failure or has a history of recurrent pregnancy loss, and this should be based on medical committee for gestational surrogacy approval.

4.1.1.4 The female spouse cannot attain pregnancy or give birth due to a serious medical condition that puts her or the fetus at risk of death.

4.1.1.5 spouses should not suffer from any disease that can be transmitted to their offspring.

4.1.2 **Eligibility of Surrogate Mother:**

4.1.2.1 The minimum age of Surrogate Mother is 21 years, and maximum age is 45 years. She should be mentally and physically capable of carrying and giving birth to a child.

4.1.2.2 Body mass index (BMI) shall be between (19-30)

4.1.2.3 Surrogate mother had at least one pregnancy in the past, but not more than 4 previous births.

4.1.2.4 Surrogate mother shall not have had more than two previous Cesarean sections with absence of isthmocele.

4.1.2.5 Surrogate mother shall undergo a thorough medical examination and psychological examination to evaluate her overall health, including her reproductive system, cardiovascular health, and mental well-being.

4.1.2.6 The Surrogate Mother shall have a healthy and functioning reproductive system.

4.1.2.7 The surrogate mother shall not take any medications that are considered unsafe for pregnancy.

4.1.2.8 The Surrogate mother has no history of illicit drug use or alcoholism.

4.2 Medical Evaluations:

4.2.1 Both the spouses and the Surrogate mother must undergo comprehensive medical and psychological evaluations to ensure their fitness and suitability for the surrogacy process.

4.2.2 The Surrogate mother shall be in good overall health and free from any chronic or severe medical conditions that could interfere with pregnancy, such as diabetes, hypertension, or autoimmune disorders.

4.2.3 The Surrogate mother shall have a normal uterus and should undergo an ultrasound to confirm the absence of any uterine abnormalities.

4.2.4 All ART-related procedures, risks, and complication management must adhere to the relevant DoH standards.

4.2.5 Clinical Investigations:

4.2.5.1 Investigations for the spouse and surrogate mother should be as per DoH standard for Assisted Reproductive Technology Services and Treatment (latest version).

4.2.5.2 The surrogate mother shall undergo bacterial vaginosis and candidiasis screening to ensure successful implantation outcomes.

4.2.5.3 Genetic screening shall be conducted for both spouses to identify any potential genetic disorders that could be passed on to the child. This screening may involve carrier testing for genetic conditions as required by the UAE government unless they did the most recent premarital screening.

4.2.5.4 Karyotyping of spouses.

4.2.5.5 Additional tests may be required based on the regional guidelines.

4.3 Psychological Evaluation and Counseling:

4.3.1 The spouses and the surrogate mother involved in surrogacy shall undergo psychological evaluation and counseling to assess their mental well-being and ensure they are emotionally prepared for the surrogacy journey. This evaluation may include assessing the Surrogate mother's ability to emotionally detach from pregnancy and the spouses' ability to handle the emotional complexities of surrogacy.

4.4 Ongoing Support and Care:

4.4.1 Promote the provision of ongoing support and care for the surrogate mother uterus, including access to medical services, counseling, any necessary post-pregnancy care and monitoring her physical and emotional well-being.

4.5 Transparency and Communication:

4.5.1 Maintain open and transparent communication between all parties involved, including regular updates on the progress of pregnancy and any changes or developments that may arise.

4.6 Gestational Surrogacy Agreement (**The Legal Agreement):**

4.6.1 In vitro fertilization (IVF) is permitted as the only method of ART for surrogacy arrangement.

4.6.2 Require all parties involved in the surrogacy arrangement (spouses and Surrogate mother) to enter into a legally binding agreement that is duly notarized.

4.6.3 The Surrogate mother shall abide by her duties stipulated in the notarized legal agreement.

4.6.4 The legal agreement shall adhere to the applicable laws and the executive regulations and be notarized by the Notary Public.

4.6.5 The spouses shall procure an insurance policy that covers all necessary health services related to gestational surrogacy and bear the cost of any related service that is not covered by the insurance or that exceeds the maximum limit of the policy. As it is not permissible to use Thiqa, Basic, Enhanced health insurance, or any other Government Funded Program to cover any cost or complication to the Surrogate's mother health related to or arise from gestational surrogacy.

4.7 Consent for Gestational Surrogacy:

4.7.1 A specific consent form (Appendix B, C) for gestational IVF surrogacy is obtained and signed by:

4.7.1.1 The spouses.

4.7.1.2 Surrogate Mother.

4.7.1.3 The husband of the Surrogate mother (if still married)

4.7.2 Surrogate Mother has the right to know the potential risks involved, the success rates and the procedure details. This knowledge should be provided before the procedure to help them make an informed decision. They shall then provide written consent.

4.7.3 Ensuring that all parties involved fully understand the risks, benefits, and implications of gestational surrogacy before proceeding.

4.7.4 Providing clear and accurate information about the medical, legal, and emotional aspects of the gestational surrogacy process.

4.7.5 Provide access to both English and Arabic speaking healthcare professionals and staff. This is to support decision making process in addition to providing the guidance and information needed on treatment, care and follow-up procedures and resources.

4.7.6 The facility must refer the request for gestational surrogacy to the DOH Medical Committee for Gestational surrogacy to determine the medical necessity to recourse to the surrogacy.

4.8 DoH Approval Pathway for Gestational Surrogacy:

4.8.1 A Committee for Gestational Surrogacy is established in DoH to determine the medical necessity for surrogacy process.

4.8.2 The Medical Committee for Gestational surrogacy shall receive the spouses request from the hospital along with the medical report, signed by two consultants based on medical and psychological evaluation conducted.

4.8.3 The committee will review the request and approve eligibility.

4.8.4 The facility shall complete the process through communicating with the approved surrogacy agencies, completing all medical and psychological evaluations for the surrogate mother and signing all required legal agreements and consents.

4.8.5 The committee will validate and refer to a legal partner to make sure that the agreement is signed and verified by the Notary Public.

4.8.6 The committee will communicate with the facility to initiate medical procedures within 5 working days.

4.8.7 The committee will review the monthly report from the facility and monitor compliance with the whole process as per DoH standards.

4.8.8 The committee may require any documentation to be presented before it to assist in its decision making.

4.9 Initiation of the Medical Procedures:

4.9.1 Certain medications can be prescribed to Surrogate Mother to encourage their body to receive the embryo.

4.9.2 **Preimplantation:** A PGT- A test is mandatory to be performed on embryos. PGTM/SR to be done based on the results of sequencing (WES/Karyotyping).

4.9.3 Only single embryo transfers are allowed.

4.10 Care for the Surrogate Mother During Pregnancy:

4.10.1 Facilities that provide care for surrogate mothers must be approved by (DoH).

4.10.2 If the facility does not offer comprehensive pregnancy services, they must follow DoH-approved procedures to refer the surrogate mother to specialized hospitals.

4.10.3 This process includes completing all necessary documents, such as legal agreements and informed consents from both the surrogate mother and the spouses.

4.10.4 The surrogate mother shall undergo Investigation during pregnancy as per DoH Antenatal Care standard.

4.11 Date Of Birth:

4.11.1 Spouses shall be physically present on the date of birth.

4.11.2 Upon the birth of the child, the spouses will be recognized as legal parents.

4.11.3 The Surrogate Mother renounces all her rights and responsibilities towards the child at the time of birth.

4.11.4 Birth record: The birth is documented in the medical files of the woman who gave birth (Surrogate Mother), similarly the female spouse shall also have a medical record to complete the process of official registration of the newborn under her name.

4.11.5 The birth certificate must be issued in accordance with the spouses' details contained in the form of the notarized legal agreement.

4.12 Continuity of Care:

4.12.1 All aspects of care for surrogacy pregnancy should be delivered within the same facility and as per the routine care for IVF pregnancy. Follow up Surrogate Mother and child after delivery for any expected complications.

4.13 Complications and prevention (Surrogate Mother):

4.13.1 Pre pregnancy and post pregnancy complications should be documented in the consents.

4.13.2 The facility should have a policy to ensure that Surrogate Mother has direct communication with healthcare providers about any discomfort or abnormal side effects she might be experiencing and to keep the spouses in the loop and let them know of any medical issues the surrogate Mother may be experiencing. Surrogate mothers should maintain a healthy nutritional plan that ensures physical fitness and adequate nourishment for her and the baby.

4.14 Security and Privacy:

4.14.1 The facility shall implement all appropriate technical and organizational measures necessary to ensure a level of security, as required pursuant to Abu Dhabi - Healthcare Information and Cyber Security Standard and all Federal/Local laws and regulations of UAE.

4.14.2 The facility shall have standard operating procedures (SOPs) in place to cover all operational logistics to ensure confidentiality.

4.14.3 Confidentiality: Medical records, including information, medication administration, and any complications or adverse events, shall be treated as confidential and kept secure. Only authorized personnel shall have access to these records, and they shall be protected from unauthorized access or disclosure.

4.14.4 Data Protection: Personal data, including medical information, shall be protected in accordance with the applicable data confidentiality legal and regulatory requirements. This may include implementing measures such as encryption, secure storage systems, and access controls to safeguard the data.

4.14.5 The facility shall inform the participants of the technical and organizational measures they will implement in order to protect the Patient's Health Records and Personal data. If the facility makes changes that could affect the protection of Personal Data and Patient Health Records, the participants shall be informed of this in advance and the required approvals obtained before such changes are implemented.

4.14.6 In the event of a data breach or any potential violation of information security, the facility shall notify the DoH without delay after becoming aware of the infringement of information security of Personal Data, Patient Health Information or any other violation(s) of applicable Legislative and Regulatory requirements/mandates.

4.14.7 Access and Control: Patients should have the right to access and control their own medical records. They should be able to request copies of their records, update or correct any inaccuracies, and can limit the sharing or disclosure of their information.

4.14.8 It's important for DoH designated licensed healthcare facilities to have policies and procedures in place to ensure compliance with privacy requirements. Patients should also be proactive in understanding their rights and privacy protections regarding their medical records and should seek clarification from their healthcare provider if they have any concerns or questions.

4.14.9 The facility shall be AAMEN certified for compliance with the mandatory Information Security and Data Privacy requirements.

4.14.10 All Healthcare Professionals involved shall have promptly completed the Information Security courses assigned by DoH from time to time.

4.15 Data & Digital Requirements:

4.15.1 Facilities shall ensure that patient demographics and medical data is digitally entered in the facility Electronic medical record / Health Information system.

4.15.2 Facilities shall ensure that data complies with established quality standards, and medical coding standards published on DOH Shafafiya portal (eg. ICD, CPT, SNOMED etc.)

4.15.3 The system must be integrated with Malaffi HIE as per the specifications published by ADHDS team.

4.16 Patient Rights and Responsibilities:

4.16.1 Healthcare facilities must comply with the Ministerial Resolution No. (14) of 2021 on the Patient's Rights & Responsibilities Charter and deliver culturally and socially relevant patient information and education.

5. Monitoring and Evaluation

5.1 The Facility shall ensure commitment to the following:

5.1.1 Submit case by case then by annual report to the DoH medical committee for gestational surrogacy including number of surrogacy cases, success rates, complications, and outcomes.

5.2 Key Performance indicators:

5.2.1 Success Rate: the number of successful pregnancies of surrogate mothers that result in a live birth.

5.2.2 Parental Satisfaction: Measuring the satisfaction levels of spouses and surrogate mother with the overall surrogacy outcome, including their happiness and fulfillment as parents.

6. Enforcement and Sanctions

6.1 DoH may impose sanctions in relation to any breach of requirements under this Standard in accordance with the disciplinary regulation of the healthcare sector.

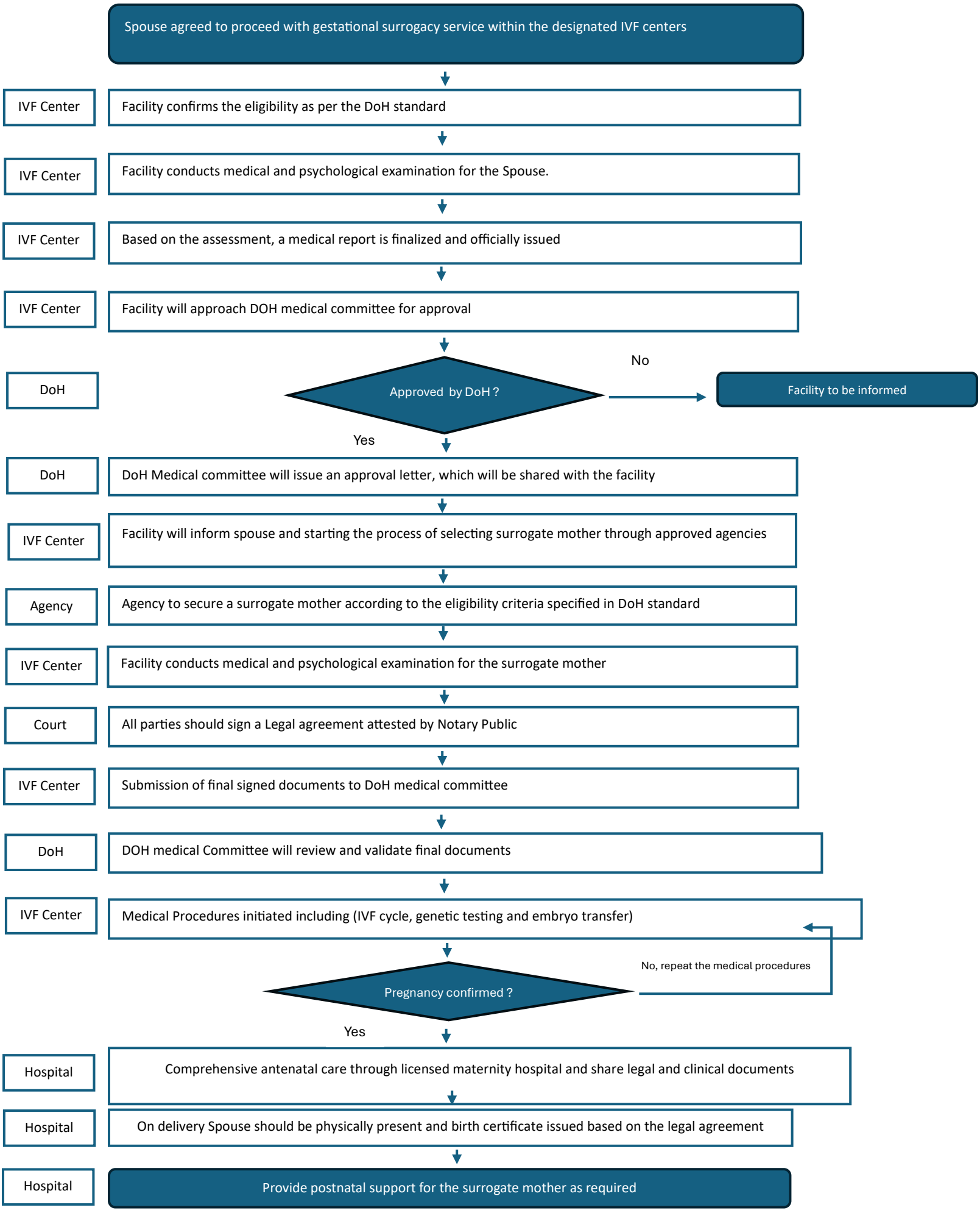
7. Exempted from Scope

7.1 NA

8. Relevant Reference Documents

No.	Reference Date	Reference Name	Relation Explanation / Coding / Publication Links
1	2016	Standard for ART services and treatment	https://www.doh.gov.ae/en/resources/standards
2	2018	Antenatal Care Standard	https://www.doh.gov.ae/en/resources/standards
3	2019	Standard For Patient Experience in Facilities	https://www.doh.gov.ae/en/resources/standards
4	2021	Ministerial Resolution No. (14) of 2021on the Patient's Rights & Responsibilities Charter	https://mohap.gov.ae/assets/d67042d0/Ministerial%20Resolution%20No.%2014%20of%202021.pdf.aspx
5	2022	A guide to preparing for Surrogacy	https://www.ivf.com.au/sites/ivfa/files/2022-09/IVFA61%20Surrogacy%20Brochure%20A5%2011.04.22-HR.pdf
6	2022	Potential Surrogacy Complications (And How to Avoid Them)	https://www.worldwidesurrogacy.org/blog/potential-surrogacy-complications-and-how-to-avoid-them#:~:text=As%20the%20surrogate%2C%20you%20may%20be%20at%20risk,which%20the%20embryo%20implants%20outside%20of%20the%20uterus.
7	2023	Patient Consent Standard	https://www.doh.gov.ae/en/resources/standards
8	2023	Code of Practice Human Fertilisation and Embryology Authority	https://portal.hfea.gov.uk/media/za0j5qqr/2023-10-26-code-of-practice-v9-4.pdf
9	2023	Law No. (17) of 2023 Medical assistance in reproduction in the Emirate of Abu Dhabi	https://www.doh.gov.ae/en/about/law-and-legislations
10	2023	Gestational Surrogacy	https://my.clevelandclinic.org/health/articles/23186-gestational-surrogacy
11	2024	Guidance for the care of surrogates and intended parents in surrogate births in England and Wales	https://mft.nhs.uk/app/uploads/sites/4/2018/11/Depart
12	2025	Surrogacy and the legal process for intended parents and surrogates in England and Wales	https://dera.ioe.ac.uk/id/eprint/34515/1/Surrogacy_guidance_for_intended_parents_and_surrogates.pdf

Appendix A: Gestational Surrogacy (full surrogacy) Workflow



Gestational Surrogacy Consent Form

1. Information and details of surrogate mother, Spouse and husband of surrogate mother (if applicable)

Female Spouse (patient):		**Male Spouse (patient):**
EID: Passport Number:	Passport Number:	EID: Passport Number:
Address: Contact number:	Contact number:	Address: Contact number:

Surrogate mother (patient):		**Husband of surrogate mother (if applicable):**
EID: Passport Number:	Passport Number:	EID: Passport Number:
Address: Contact number:	Contact Number:	Address: Contact number:

2. Purpose and scope of treatment

This consent confirms that the surrogate mother voluntarily agrees to carry a pregnancy from an embryo created through IVF using the Spouses' gametes.

3. Legal responsibilities

3.1 The surrogate mother, spouses and surrogate's husband (if applicable) understand and agree that the spouses are the genetic parents of the child and will be named as mother and father on the birth certificate.

3.2 The surrogate mother and her husband (if applicable) permanently agree and irrevocably waive all parental rights or claims over the child born.

3.3 All parties involved have signed and agreed to a notarised surrogacy agreement (which is a legal contract between the Spouses, the surrogate mother and her husband (if applicable) outlining everyone's legal rights and responsibilities) as that stated in the local Abu Dhabi Law No.17 of 2023 and Department of Health (DoH) Standard for Gestational Surrogacy.

3.4 All parties involved agree to and acknowledge that gestational surrogacy in the UAE permits only the use of gametes and embryo from the Spouses - third party donor eggs, sperm or embryos are not allowed. All parties hereby agree that neither the …….Hospital Fertility Centre nor ……. Maternity Hospital involved in the treatment and delivery shall be held liable for any legal claims, damages, or loses arising from medical complications, adverse outcome or any

unforeseen events to the initial investigation, IVF treatment, pregnancy or childbirth process. This includes, but is not limited to, complications affecting the surrogate or child, pregnancy failure, miscarriage, premature birth, or neonatal illness or death. Each party acknowledges that they have been fully informed of the medical risks and voluntarily assume such risks as part of the surrogacy arrangement. This waiver of liability applies to all clinical and non-clinical staff involved in the treatment process.

4. Treatment and medical procedures

4.1 IVF and embryo transfer

4.1.1 The Spouses agree to participate in the process of IVF and assisted reproductive technology involved in gestational surrogacy.

4.1.2 The Spouses and gestational surrogate understand that performing Pre-implantation Genetic Screening for chromosomal aneuploidy (PGT-A) is mandatory as well as PGTM and PGTSR if needed on embryos generated by IVF from gametes of Spouses as per DoH Standard for Gestational Surrogacy.

4.1.3 The surrogate mother, Spouses, and surrogate husband (if applicable) agree to undergo all required testing and examination necessary prior to and during the treatment

4.1.4 The Spouses, surrogate mother and husband (if applicable) understand and agree that only a single embryo shall be transferred to the surrogate mother in accordance with DoH Standard for Gestational Surrogacy to minimize the chance of multiple pregnancy and its inherent risks to the health of surrogate mother and unborn child.

4.1.5 The surrogate mother and her husband (if applicable) agree to follow treatment plan and medical preparation of the uterus to support embryo transfer to the uterus of surrogate mother.

4.2 Post embryo transfer and pregnancy monitoring

4.2.1 The surrogate mother will be monitored (blood tests and ultrasound) to determine if pregnancy is achieved

4.2.2 If first transfer does not result in pregnancy, additional attempts might be made using another frozen embryo with the consent of all parties involved in subsequent cycle.

4.3 Surrogate pregnancy

4.3.1 Surrogate mother understands that routine prenatal care will be provided just as in any pregnancy. This will include regular checkups, ultrasounds and necessary tests to monitor the health of the surrogate mother and the fetus.

4.4 Delivery of the child:

4.4.1 The birth will occur at a DoH licensed hospital for care of surrogate pregnancies.

4.4.2 The Spouses agree to be present during the delivery of the child.

4.4.3 The surrogate mother and her husband (if applicable) agree that after delivery, the baby will be handed over to the Spouses as per surrogacy agreement and legal requirements.

4.5 Follow-up after birth

4.5.1 Surrogate mother agrees to follow postpartum recovery plan as agreed with medical team

5. Consent for the surrogate mother and husband (if applicable):

i. This consent form confirms that I, the surrogate mother, agree to participate in a gestational surrogacy arrangement. The purpose of this arrangement is to help the Spouses to have a child biologically/genetically related to them by carrying their embryo into my uterus. I understand that my role is strictly to carry the pregnancy and give birth on behalf of Female spouse and agreed by male spouse.
ii. I, as the surrogate mother and my husband (if applicable) understand and agree that I (we) will not be the legal mother (parents) of the child born and have no intention to claim custody or parental rights over the baby.
iii. I understand the process of medical treatment and care that I will undergo and I agree and acknowledge my role and legal responsibilities as a gestational carrier from the initial medical evaluation, through the IVF embryo transfer into my uterus, the prenatal care during pregnancy, and ending with the birth of the child and postpartum care.
iv. I have been thoroughly informed of the medical procedures I will undergo and I consent to each step involved in pre-screening, uterine preparation, embryo transfer procedure, post transfer care, pregnancy monitoring, lifestyle restrictions, delivery plan and postpartum care.
v. I acknowledge that I have been informed in detail about the health risks I may face as the surrogate as well as general risks in relation to the pregnancy.
vi. I understand that the Spouses have been screened for sexually transmitted diseases and I agree to be screened for all mandatory testing in accordance with DoH standard.
vii. I understand that I must abstain from sexual intercourse for days or weeks prior to embryo transfer to reduce risk of infection and inflammation in the uterus and to avoid becoming pregnant during the surrogacy contracted period. I understand that sexual abstinence is also required two weeks after embryo transfer or until a viable pregnancy is confirmed. If medically advised, sexual abstinence may extend throughout pregnancy. I understand that this restriction is intended to eliminate any possibility of natural conception or confusion regarding biological origin of the fetus or to introduce any potential health risks. I understand that failure to comply with this restriction may result in breach of contract and could potentially affect legal parentage, financial coverage and compensation agreement.
viii. I understand that the medications I take for uterine preparation could have side effects and that pregnancy carries risk of complications such as gestational diabetes, high blood pressure, preterm labor, postpartum bleeding (hemorrhage) or emergency C-section.
ix. I hereby give my full and informed consent to receive the embryo of the Spouses into my uterus for the purpose of achieving pregnancy on their behalf. I confirm that I have been fully counseled and understand the medical, emotional, legal and ethical implications of this procedure.
x. I acknowledge that the embryo does not carry my genetic material (or husband if applicable) and will not have any legal or parental claim to the resulting child (children).

xi. I have been given thorough explanations on all risks involved during and after embryo transfer procedure. These risks involve: mild abdominal discomfort shortly after the procedure, light vaginal spotting or bleeding. Small risk of infection and possible allergic reaction to any medication administered before and after the procedure. I am also aware of the possibility of implantation failure after the embryo transfer resulting in an unsuccessful cycle.

xii. Possibility of ectopic pregnancy (embryo implanting outside the uterus) has been explained to me

xiii. I understand that even with the transfer of single embryo, there remains a small, but recognized risk of embryo splitting resulting in multiple pregnancy. This phenomenon is rare, occurs without medical control and carries risks for both the surrogate mother and the babies. Complications may include pre-term birth, low birth weight, gestational diabetes, pre-eclampsia and increased likelihood of caesarean delivery. I acknowledge this possibility and agree to undertake appropriate medical care should a multiple pregnancy occur.

xiv. I understand the risks involved in childbirth.

xv. I have no significant health issues that would increase the risks or complicate the pregnancy. If any medical issue arise during the process, I will immediately inform the maternity medical team and follow their instructions.

xvi. I understand that carrying a baby for someone else may have its emotional stress. I acknowledge that I and my husband (if applicable) may experience complex emotions especially during child birth and handover of the baby to the Spouses and I will seek emotional counseling and support resources to cope with these emotions as explained to me by medical team. I confirm that I have received counseling and fully understand the emotional commitment of being a surrogate.

xvii. I understand that the pregnancy may not be achieved at the first try and I may have to undergo multiple attempts of embryo transfer procedures.

xviii. I understand that any complications or miscarriage that may occur is beyond my control as long as I follow medical advice.

xix. I understand my right regarding withdrawal of consent before embryo transfer procedure. For any unexpected reasons that mandate withdrawal of treatment prior to embryo transfer, I will make sure to do so with clear communication to Spouses.

xx. I acknowledge that I am entering into this surrogacy arrangement voluntarily, of my own free will, without any coercion and have had the opportunity to seek independent legal and medical advice.

xxi. By signing this form, I acknowledge the health risks and uncertainties associated with surrogacy and agree to proceed as a surrogate mother and will abide by all UAE laws and DoH regulations relevant to this surrogacy. I have had the opportunity to read and ask questions about the content of this document and all components of gestational surrogacy. I understand all information provided and questions have been answered to my satisfaction.

Surrogate Mother (Name and MRN) **Date:**
Signature:

Surrogate mother's husband (if applicable) statement of consent and agreement:

I, Name and MRN:…… the lawful husband of surrogate mother named in this consent have been fully informed of the nature, clinical treatment process and legal implications of the gestational surrogacy arrangement. I hereby give my consent for my wife to undertake the role of a surrogate mother, acknowledging that she will carry and give birth to a child that is genetically unrelated to both of us. I give my full support and consent to this embryo transfer procedure into my wife's uterus. I understand and accept that neither I nor my wife shall have any legal, parental, or custodial rights to the child born through this arrangement. I support her voluntary participation and agree to comply with all legal obligations set forth in the surrogacy legal contract.

Surrogate Mother's Husband Name: …….

Signature:……..Date:…….

6.Statement of consent by the Spouses:

We, the Spouses, have voluntarily entered into this gestational surrogacy agreement with full knowledge of the legal, medical, and ethical responsibilities it entails. We understand and accept that the child to be born from this arrangement shall be legally recognized as our biological and legal child and we shall be named as the parents on the birth certificate.

Authorization for embryo transfer:

We, hereby give fill consent to the transfer of one embryo generated by our biological material (sperm from male spouse and egg from female spouse) into the uterus of the surrogate mother:…….(Name and MRN). This consent is given without coercion after receiving counseling and medical information regarding the procedure, its risk, success rates and other implications.

We agree and assume full and unconditional responsibility for all medical and financial aspects of the surrogacy processes including:

1. We hold legal and parental responsibility on the embryo transferred to the uterus of the surrogate mother

2. We authorize ……..Fertility Centre to proceed with embryo thawing and transfer procedure in accordance with clinical best practices and applicable laws and regulations. .
3. Funding all IVF and related fertility treatment investigations and procedures.
4. Providing the agreed compensation and reimbursement to the surrogate for her time, health care and participation in accordance with UAE laws and terms of the notarised surrogacy agreement.

We understand that under no circumstances may we withdraw from legal responsibilities toward the surrogate mother or the resulting child once pregnancy is confirmed. We confirm our commitment to supporting the surrogate mother in a respectful, safe, and lawful manner throughout the surrogacy journey.

Female Spouse (Name and MRN) **Male Spouse (Name and MRN)**

Signature: **Date:** **Signature:** **Date:**

7.Statement by Staff witness:

I confirm that I have witnessed the explanation of the above statements to all involved parties. All parties have understood the content and have signed voluntarily without coercion.

Name and position of witness: **Employee number:** **Signature:** **Date:**

8.Statement by treating physician:

I confirm that I have explained the treatment process and medical risks associated with the surrogacy arrangement to the surrogate mother, her husband (if applicable), and the Spouses.

I confirm that legal agreement involving all parties as required by regulatory authority is in place before initiating medical treatment. All parties were given opportunities to ask questions.

Physician name: **Signature:** **Date:**

نموذج الموافقة على الحمل بالرحم البديل

1. بيانات وتفاصيل المرأة صاحبة الرحم البديل، والزوجين* وزوج المرأة صاحبة الرحم البديل (إن وجد).

الأم البيولوجية (المريضة):		**الأب البيولوجي (المريض):**	
رقم الهوية:	رقم جواز السفر:	رقم الهوية:	رقم جواز السفر:
العنوان:	رقم التواصل:	العنوان:	رقم التواصل:

المرأة صاحبة الرحم البديل (المريضة):		**زوج المرأة صاحبة الرحم البديل (إن وجد):**	
رقم الهوية:	رقم جواز السفر:	رقم الهوية:	رقم جواز السفر:
العنوان:	رقم التواصل:	العنوان:	رقم التواصل:

*: الأشخاص المعنيون أو الزوجان الذين تربطهم علاقة وراثية بالطفل المولود عن طريق رحم البديل

2. الغرض ونطاق المعالجة

يؤكد هذا النموذج أنّ المرأة صاحبة الرحم البديل توافق طوعًا على الحمل بجنين مُنشأ عبر التلقيح الاصطناعي باستخدام الأمشاج الخاصة بالزوجين.

3. المسؤوليات القانونية

3.1 يفهم ويوافق كلٌ من المرأة صاحبة الرحم البديل وزوجها (إن وجد) الزوجين على أنّ الزوجين هما الأبوان من الناحية الجينية للطفل وسيتم تسميتهما كأب وأم في شهادة الميلاد.

3.2 توافق المرأة صاحبة الرحم البديل وزوجها (إن وجد) بشكل دائم ولا رجعة فيه على التنازل عن جميع الحقوق ودعاوى نسب الطفل للوالدين تجاه الطفل المولود.

3.3 وقّعت جميع الأطراف ووافقت على اتفاقية معتمدة ومصدّقة للحمل بالرحم البديل (وهي عقد قانوني بين الزوجين المرأة صاحبة الرحم البديل وزوجها (إن وجد)، حيث تحدد هذه الاتفاقية الحقوق والمسؤوليات القانونية للجميع، كما هو منصوص عليه في القانون الاتحادي لدولة الإمارات العربية المتحدة رقم 17 لسنة 2023 ومعيار دائرة الصحة للحمل بالرحم البديل.

3.4 توافق وتُقرُّ جميع الأطراف المعنية بأنّ الحمل بالرحم البديل في دولة الإمارات العربية المتحدة يسمح فقط باستخدام الأمشاج والجنين من الزوجين - ولا يسمح باستخدام بويضات أو حيوانات منوية أو أجنة من طرف ثالث. وتوافق جميع الأطراف على ألّا يتحمل مركز الخصوبة في مستشفى ..... أو مستشفى ..... للولادة المشاركان في العلاج والولادة أي مسؤولية عن أي مطالبات قانونية أو أضرار أو خسائر ناتجة عن مضاعفات طبية أو نتائج سلبية أو أي أحداث غير متوقعة خلال عملية الفحوصات الأولية أو علاج التلقيح الاصطناعي أو الحمل أو الولادة. ويشمل ذلك، على سبيل المثال لا الحصر، المضاعفات التي تؤثر على المرأة صاحبة الرحم البديل أو الطفل، فشل الحمل، الإجهاض، الولادة المبكرة، أو مرض أو وفاة حديثي الولادة. ويُقرُّ كل طرف بأنه قد تم إعلامه بشكل كامل بالمخاطر الطبية ويتحملها طوعاً كجزء من ترتيبات الحمل بالرحم البديل. ويسري هذه الإعفاء من المسؤولية على جميع الكادر السريري وغير السريري المشارك في عملية العلاج.

4. العلاج والإجراءات الطبية

4.1 التلقيح الاصطناعي ونقل الجنين

4.1.1 يوافق الزوجين على المشاركة في عملية التلقيح الاصطناعي وتقنية المساعدة على الإنجاب المتّبعة في الحمل بالرحم البديل.

4.1.2 يفهم الزوجان والمرأة صاحبة الرحم البديل أنّ إجراء الفحص الجيني قبل الزرع للكشف عن اختلال الكروموسومات (PGT-A) إلزامي، وكذلك الفحص PGTM و PGTSR إذا لزم الأمر على الأجنة الناتجة عن التلقيح الاصطناعي باستخدام أمشاج الزوجين وفقًا لمعيار دائرة الصحة الخاص بالحمل بالرحم البديل.

4.1.3 يوافق كل من المرأة صاحبة الرحم البديل وزوجها (إن وجد) و الزوجان على الخضوع لجميع الاختبارات والفحوصات اللازمة قبل العلاج وأثناءه.

4.1.4 يفهم ويوافق الزوجين والمرأة صاحبة الرحم البديل وزوجها (إن وجد) على أنه سيتم نقل جنين واحد فقط إلى المرأة صاحبة الرحم البديل وفقًا لمعيار دائرة الصحة الخاص بالحمل بالرحم البديل، وذلك لتقليل فرصة الحمل المتعدد والمخاطر الكامنة على صحة المرأة صاحبة الرحم البديل والطفل الذي لم يولد بعد.

4.1.5 توافق المرأة صاحبة الرحم البديل وزوجها (إن وجد) على اتباع خطة العلاج والإعداد الطبي للرحم لدعم نقل الجنين إلى رحم المرأة صاحبة الرحم البديل.

4.2 بعد نقل الجنين ومراقبة الحمل

4.2.1 سيتم مراقبة المرأة صاحبة الرحم البديل (من خلال اختبارات الدم والموجات فوق الصوتية) لتحديد ما إذا تم ثبوت الحمل.

4.2.2 إذا لم يسفر النقل الأول عن الحمل، قد يتم القيام بمحاولات إضافية باستخدام جنين مجمد آخر بموافقة جميع الأطراف المعنية في الدورة اللاحقة.

4.3 الحمل بالرحم البديل

4.3.1 تفهم المرأة صاحبة الرحم البديل أنه سيتم توفير الرعاية السابقة للولادة كما هو الحال في أي حمل. ويشمل ذلك الفحوصات الدورية، والموجات فوق الصوتية، والاختبارات اللازمة لمراقبة صحة المرأة صاحبة الرحم البديل والجنين.

4.4 ولادة الطفل:

4.4.1 تتم الولادة في مستشفى مرخص من دائرة الصحة لرعاية حالات الحمل بالرحم البديل.

4.4.2 يوافق الزوجان على الحضور أثناء ولادة الطفل.

4.4.3 توافق المرأة صاحبة الرحم البديل وزوجها (إن وجد) على أنّه سيتم وبعد الولادة تسليم الطفل إلى الزوجين وفقًا لاتفاقية الحمل بالرحم البديل والمتطلبات القانونية.

4.5 المتابعة بعد الولادة

4.5.1 توافق المرأة صاحبة الرحم البديل على متابعة خطة التعافي بعد الولادة كما تم الاتفاق عليها مع الفريق الطبي.

5. موافقة المرأة صاحبة الرحم البديل وزوجها (إن وجد):

أ. يؤكد نموذج الموافقة هذا أنني، المرأة صاحبة الرحم البديل، أوافق على المشاركة في ترتيبات الحمل بالرحم البديل والتي تهدف إلى مساعدة الزوجين في الحصول على طفل يرتبط بهما بيولوجيًا/جينياً عن طريق حمل جنينهم في رحمي. ,أفهم أن دوري يقتصر على القيام بالحمل وولادة الطفل نيابة عن الزوجين.

ب. أفهم، باعتباري المرأة صاحبة الرحم البديل وزوجي (إن وجد) وأوافق على أنني/أننا لن أكون/نكون الأم/الوالدين القانونيين للطفل المولود وليس لدينا أي نية للمطالبة بالوصاية أو حقوق الوالدين على الطفل.

ت. أفهم عملية العلاج والرعاية الطبية التي سأخضع لها، وأنا أوافق وأقر بدوري ومسؤولياتي القانونية كوسيلة حمل تبدأ من التقييم الطبي الأولي، عبر نقل جنين التلقيح الاصطناعي إلى رحمي، والرعاية السابقة للولادة أثناء الحمل، وانتهاءً بولادة الطفل والرعاية بعد الولادة.

ث. لقد تم إعلامي بشكلٍ وافٍ بالإجراءات الطبية التي سأخضع لها وأوافق على كل خطوة متضمنة في الفحص المسبق، إعداد الرحم، إجراء نقل الجنين، الرعاية بعد النقل، مراقبة الحمل، قيود نمط الحياة، خطة الولادة والرعاية بعد الولادة.

ج. أقر بأنّه قد تم إعلامي بالتفصيل عن المخاطر الصحية التي قد أواجهها كصاحبة الرحم البديل بالإضافة إلى المخاطر العامة المتعلقة بالحمل.

ح. أفهم أنّ الزوجين قد خضعا لفحص الأمراض المنقولة جنسيًا وأوافق على الخضوع لجميع الفحوصات الإجبارية وفقاً لمعيار دائرة الصحة.

خ. أفهم أنه يجب علي الامتناع عن الجماع لأيام أو أسابيع قبل نقل الجنين لتقليل خطر العدوى والالتهاب في الرحم وتجنب الحمل خلال فترة التعاقد على الحمل بالرحم البديل. وأفهم أن الامتناع عن الجماع مطلوب أيضًا لمدة أسبوعين بعد نقل الجنين أو حتى تأكيد الحمل القابل للحياة. وإذا نُصح ذلك طبيًا، قد يمتد الامتناع عن الجماع طوال فترة الحمل. أفهم أن هذه القيود بيولوجية لتفادي أي احتمال للحمل الطبيعي أو الخلط فيما يتعلق بالأصل البيولوجي للجنين أو إدخال أي مخاطر صحية محتملة. وأفهم أنّ عدم الامتثال لهذه القيود قد يؤدي إلى انتهاك العقد وقد يؤثر على الوالدين القانونيين، واتفاقية التغطية المالية والتعويض.

د. أفهم أنّه قد يكون للأدوية التي أتناولها لإعداد الرحم آثار جانبية وأنّ الحمل ينطوي على مخاطر حدوث مضاعفات مثل سكري الحمل، ارتفاع ضغط الدم، الولادة المبكرة، نزيف ما بعد الولادة (النزيف) أو الولادة القيصرية الطارئة.

ذ. أوافق بكامل إرادتي المستنيرة على استقبال جنين الزوجين في رحمي لغرض تحقيق الحمل نيابة عنهما. أؤكد أنني تلقيت المشورة الكاملة وأفهم الآثار الطبية والعاطفية والقانونية والأخلاقية لهذا الإجراء.

ر. أقرُّ بأنّ الجنين لا يحمل مادتي الجينية (أو زوجي إن وجد) ولن يكون لدي أي حق بمطالبة قانونية أو والدية على الطفل (الأطفال) المولود.

ز. لقد تم إعطائي دقيقة حول جميع المخاطر المتضمنة خلال وبعد إجراء نقل الجنين. تتضمن هذه المخاطر: عدم الراحة الطفيفة في البطن بعد فترة قصيرة من الإجراء، بقع مهبلية طفيفة أو نزيف مهبلي، خطر صغير للعدوى ووجود تفاعل تحسسي محتمل لأي دواء يُعطى قبل وبعد الإجراء. أنا أيضاً على علم بإمكانية فشل الزرع بعد نقل الجنين مما ينتج عنه دورة غير ناجحة.

س. لقد تم الشرح لي بشأن إمكانية الحمل خارج الرحم (زرع الجنين خارج الرحم).

ش. أفهم أنه حتى مع نقل جنين واحد، تظل هناك مخاطر صغيرة ولكنها معروفة لانقسام الجنين مما يؤدي إلى الحمل المتعدد. هذا الظاهرة نادرة وتحدث دون سيطرة طبية وتحمل المخاطر لكل من صاحبة الرحم البديل والأطفال. قد تشمل المضاعفات الولادة المبكرة، الوزن المنخفض عند الولادة، سكري الحمل، تسمم الحمل وزيادة احتمال الولادة القيصرية. أقرّ بهذه الإمكانية وأوافق على الخضوع للرعاية الطبية المناسبة في حال حدوث حمل متعدد.

ص. أفهم المخاطر المتضمنة في الولادة.

ض. ليس لدي أي مشكلات صحية ذات أهمية قد تزيد من المخاطر أو تعقد الحمل. في حال ظهور أي مشكلة طبية أثناء العملية، سأعلم فريق التوليد الطبي فورًا وأتبع تعليماتهم.

ط. أفهم أن حمل طفل لشخص آخر قد يحمل ضغطًا عاطفيًا. أقر بأنني وزوجي (إن وجد) قد نواجه مشاعر معقدة خاصة أثناء الولادة وتسليم الطفل الزوجين ، وسأطلب الموارد الداعمة والمشورة العاطفية للتعامل مع هذه المشاعر كما تم شرح الأمر لي من قبل الفريق الطبي. أؤكد أنني تلقيت مشورة وأفهم تمامًا الالتزام العاطفي بكوني صاحبة الرحم البديل.

ظ. أفهم أن الحمل قد لا يتحقق من المحاولة الأولى وقد أضطر إلى الخضوع لمحاولات متعددة من إجراءات نقل الجنين.

ع. أفهم أن أي مضاعفات أو إجهاض قد تحدث هي خارجة عن سيطرتي طالما اتبعت المشورة الطبية.

غ. أفهم حقي في سحب الموافقة قبل إجراء زرع الجنين. وفي حال أسباب غير متوقعة تستدعي سحب العلاج قبل زرع الجنين، سأحرص على القيام بذلك بتواصل واضح مع الزوجين.

ف. أقرُّ بأنني أدخل في ترتيبات الحمل بالرحم البديل طوعًا وبكامل إرادتي الحرة دون أي إكراه، وقد أتيحت لي الفرصة للحصول على مشورة قانونية وطبية مستقلة.

ق. بالتوقيع على هذا النموذج، أقرّ بالمخاطر الصحية وحالات عدم اليقين المرتبطة بعملية الحمل بالرحم البديل وأوافق على المضي قدمً كصاحبة رحم بديل أم بديلة مع الالتزام بجميع قوانين دولة الإمارات ولوائح دائرة الصحة ذات الصلة بهذه العملية. لقد أتيحت لي الفرصة لقراءة وطرح الأسئلة حول محتوى هذه الوثيقة وجميع مكونات الحمل بالرحم البديل. وأفهم بانه قد تم تقديم جميع المعلومات والإجابة عن الأسئلة على النحو الذي يرضيني.

المرأة صاحبة الرحم البديل
(الاسم ورقم الملف الطبي): **التاريخ:** **التوقيع:**

إفادة موافقة زوج المرأة صاحبة الرحم البديل (إن وجد):

أنا، الاسم ورقم الملف الطبي: .....، الزوج الشرعي للمرأة صاحبة الرحم البديل والمسمّاة في هذه الموافقة، أقرُّ بأنّه قد تم إبلاغي بشكل كامل بطبيعة ترتيبات الحمل بالرحم البديل وعملية المعالجة السريرية لها والآثار القانونية المترتبة عليها. أوافق بموجب هذا على أن تتولى زوجتي دور صاحبة الرحم البديل، وأقرُّ بأنها ستقوم بحمل وولادة طفل لا يرتبط جينيًا بكلينا. وأمنح دعمي الكامل وموافقتي على إجراء نقل الجنين إلى رحم زوجتي. وأنا أفهم وأقبل بأنّه ليس لي أو لزوجتي أي حقوق قانونية أو والدية أو وصاية على الطفل المولود من خلال هذه الترتيبات. كما وأؤيد مشاركتها الطوعية وأوافق على الامتثال لجميع الالتزامات القانونية المنصوص عليها في العقد القانوني للحمل بالرحم البديل .

اسم زوج المرأة صاحبة الرحم البديل ..... :

التوقيع: .....التاريخ:.....

6. موافقة الزوجين:

نحن، الزوجين، قد دخلنا طواعية في هذا الاتفاق الخاص بالحمل بالرحم البديل مع الفهم الكامل للمسؤوليات القانونية والطبية والأخلاقية التي يتضمنها. ونفهم ونقبل أن الطفل الذي سيولد من هذه الترتيبات سيتم الاعتراف به قانونيًا كطفلنا البيولوجي والقانوني، وسنُسمّى كوالدين في شهادة الميلاد.

تفويض نقل الجنين:
نمنح الموافقة الكاملة لنقل جنين واحد ناشئ من موادنا البيولوجية (الحيوانات المنوية من الأب والبويضة من الأم) إلى رحم المرأة صاحبة الرحم البديل: ..... (الاسم ورقم الملف الطبي). تم منح هذه الموافقة دون إكراه وبعد تلقي المشورة والمعلومات الطبية المتعلقة بالإجراء ومخاطره ومعدلات نجاحه وآثاره الأخرى.

نوافق ونتحمل المسؤولية الكاملة وغير المشروطة عن جميع الجوانب الطبية والمالية لإجراءات الحمل بالرحم البديل بما في ذلك:

1. نتحمل المسؤولية القانونية والوالدية بخصوص الجنين المنقول إلى رحم المرأة صاحبة الرحم البديل.
2. نسمح لمركز ..... للإخصاب بالمضي قدمًا في إجراء إذابة الجنين ونقله وفقاً لأفضل الممارسات السريرية والقوانين واللوائح المعمول بها.
3. تمويل جميع فحوصات وإجراءات التلقيح الاصطناعي وعلاجات الخصوبة ذات الصلة.

4. تقديم التعويضات والمصروفات المتفق عليها للمرأة صاحبة الرحم البديل مقابل وقتها ورعايتها الصحية ومشاركتها وفقًا لقوانين دولة الإمارات وشروط الاتفاقية الموثقة الخاصة بالحمل الرحم البديل.
5. نفهم وبمجرد تأكيد الحمل بأنّه لا يجوز لنا وتحت أي ظرف من الظروف الانسحاب من المسؤوليات القانونية تجاه المرأة صاحبة الرحم البديل أو الطفل الناتج. ونؤكد التزامنا بدعم المرأة صاحبة الرحم البديل بطريقة محترمة وآمنة وقانونية طوال رحلة الحمل بالرحم البديل.

الأم البيولوجية (الاسم ورقم الملف الطبي): **الأب البيولوجي (الاسم ورقم الملف الطبي):**

التوقيع: **التوقيع:**

التاريخ: **التاريخ:**

7. شهادة الطاقم:

أؤكد أنني قد شهدت شرح البيانات المذكورة أعلاه لجميع الأطراف المعنية. وقد فهم جميع الأطراف المحتوى ووقعوا طوعًا دون إكراه.

اسم ووظيفة الشاهد: **الرقم الوظيفي:** **التوقع:** **التاريخ:**

8. شهادة الطبيب المعالج :

أؤكد أنني شرحت عملية العلاج والمخاطر الطبية المتعلقة بترتيب الحمل بالرحم البديل للمرأة صاحبة الرحم البديل وزوجها (إن وجد) الزوجين. أؤكد أن الاتفاق القانوني الذي يشمل جميع الأطراف كما هو مطلوب من قبل السلطة التنظيمية موجود قبل بدء العلاج الطبي. تم إعطاء جميع الأطراف الفرصة لطرح الأسئلة.

اسم الطبيب: **التوقيع:** **التاريخ:**