



# *Surrogate motherhood: The professional model*

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*Philosophy*



## **Altruistic model**

- No payment, thus:
- Altruistic motivation
- Surrogate is trustworthy
  
- Adoption (Surrogate free to change her mind)
- Surrogate's rights are protected

## **Commercial model**

- Payment, thus:
- Self-interested motivation
- Surrogate cannot be trusted
  
- Contract (penalties for breach of contract)
- Surrogate's rights not protected

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- **Adoption (Surrogate AND IPs free to change their minds)**
- **Surrogate is vulnerable**
- **IPs are vulnerable**
- **Baby is vulnerable**

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## **Commercial model**

- **Payment does NOT imply:**
- **Self-interested motivation**
- **Untrustworthy surrogate**
  
- Contract (penalties for breach of contract)
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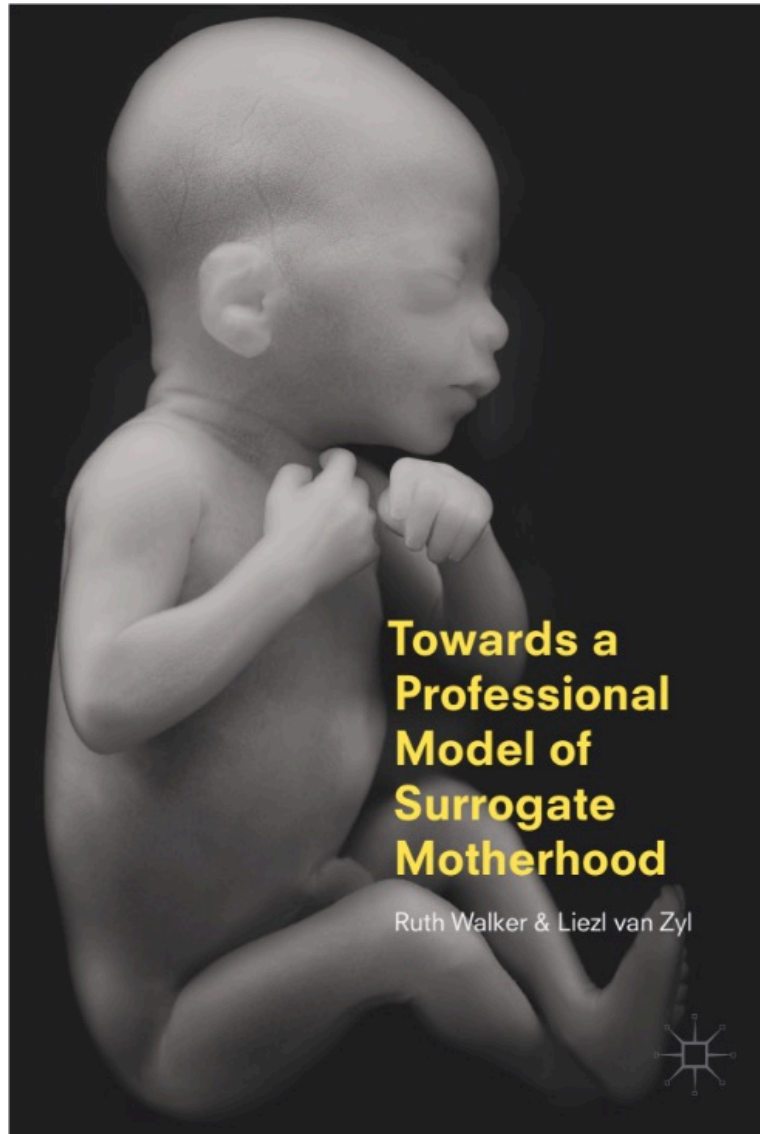
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## **Commercial model**

- Payment does NOT imply:
- Self-interested motivation
- Untrustworthy surrogate
  
- **Whether all parties rights and interests are protected depends on the nature and terms of the agreement**

# The Professional Model – Walker & Van Zyl 2017



# The Professional model

- Surrogate motivated by desire to offer a worthwhile service, while still expecting to be paid
- Professions governed by principle, *primum non nocere*: puts responsibility on the professional to protect and serve client's interests
- Terms of the agreement not negotiated but set by professional body

# Role of the Professional body

- Ensuring that the rights and interests of all three parties are protected
  - Fair compensation
  - If payment is to be for a *service* rather than a *product* then it cannot be contingent upon the delivery of a healthy baby
  - IPs recognised as legal parents from the outset
  - Surrogate retains right to decide whether to abort, etc.
- Screening and registering surrogates
- Ensuring that both parties understand their rights and obligations
- Providing support and information (genetic counsellors, social workers, medical experts)



# Implications for transnational surrogacy

- Even with the pay and protections they would have under the professional model, there might never be enough suitable surrogates in NZ
- The problem with commercial surrogacy is not that surrogates are paid but that their rights are often violated
- Hence, instead of prohibiting IPs from accessing transnational surrogacy, we should consider accrediting some international agencies
- If parents used accredited clinics, their babies would be treated as if they had been born in New Zealand
- Transforming domestic surrogacy must be a priority: it is inconsistent to allow IPs to access paid surrogacy abroad while it remains illegal in NZ