

Legal Regulation of Embryo and Sperm Preservation Centers in Jordanian Law

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Abstract

A new category of banks called embryo and sperm preservation facilities has emerged as a result of the considerable improvements that have been made in this era across many centers, particularly the medical field. Yet, this development raised several legal issues because the Jordanian government did not adequately regulate it. The agreement reached between the centers for the preservation of sperm and embryos is considered to be special, deriving its specificity from the place and the purpose that the patient desired, and that delivery is not a requirement of the agreement, but rather an obligation that falls on the shoulders of the preservation centers. Accordingly, we hope that the Jordanian legislator will establish a legal system for these centers by adding a provision within the Jordanian Medical Liability Law No. (25) of 2018.

Keywords: Embryo and Sperm Preservation Centers, Genetic Sample, Neglect, Preservation, Compensation.

Introduction

Marriage is not always consummated between a healthy couple capable of procreation, and to fulfill motherhood, artificial insemination may be resorted to more than once, and this requires a stock of genetic samples that are preserved in embryo and sperm preservation centers. As the process of embryo and sperm preservation is a modern medical procedure, Jordanian legislation is almost devoid of Legal regulation for it, which makes us face a set of hypotheses and problems resulting from the use of this modern technology.

A. Study Significant

Research gains its importance by dealing with a technology that has brought about a change in the natural way of human reproduction, in addition to being one of the contemporary issues that did not receive the necessary amount of research and rooting. As a result, it became necessary to clarify its provisions.

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B. Previous studies

The study of Khaled Mustafa Fahmy (2014), "The legal regime of artificial reproduction, cloning and legal protection of the embryo ". This study dealt with the technique of artificial insemination, cloning and legal protection of the embryo.

C. Study Problem

The research problem is represented in the absence of legal regulation of the embryo and sperm preservation centers in the Jordanian legislation, which requires the search for legal solutions to cover the range of legal issues that this technique has generated. This is in addition to the divergent legal jurisprudence regarding the nature of the contract that must be made between the preservation centers and the patient.

Research Questions

This leads to the following questions:

1. What is meant by embryo and sperm preservation centers Is there a difference between them?
2. Is the contract concluded between the patient and the preservation centers considered a deposit contract or a treatment contract?
3. What are the obligations of both parties to this contract?
4. If the center fails to implement its commitment, what is the nature of its responsibility?

Study Method

To achieve a comprehensive benefit, this study is based on the descriptive and analytical approach, as following the descriptive approach requires collecting information and classifying it into comprehensive and accurate facts on this issue while determining the general legal framework regulating the process of preserving embryos and sperm in these centers.

What is the meaning of embryo and sperm preservation centers

Those who want artificial insemination may have to conclude side agreements that go beyond their relationship with the attending physician and the Medical Center where the operation is performed, as they may resort to one of the Centers for the preservation of embryos and sperm to preserve their reproductive capabilities, which requires a statement of what those centers are and the legal adaptation of the contract that connects the patient to these centers, according to the following:

Definition of embryo and sperm preservation centers

It should be noted that there is confusion in the concept of embryo preservation centers and sperm preservation centers, due to the similarity in the role played by these centers in preserving and storing human embryos and sperm (Heikal et al., 2006, p. 180), while each of these centers has its own independent self even if it participates in the function, and to find out more In fact, it is necessary to clarify the nature and role of each of these centers in the completion of the artificial insemination process and the legal ruling on these centers, as a follows:

Embryo preservation centers

These centers are called (embryo banks) and to find out the truth of this term, it is necessary to define the concept of banks, and then embryos. The bank is a word of Italian origin, in Arabic, it corresponds to the word bank, and the bank is defined as an institution that conducts credit operations by borrowing and lending (The Intermediate Lexicon, 1991, p. 63).

As for the terminology, the bank was defined as: "the institution that regularly receives deposits and grants loans (El-Sisi et al., 2007, p. 12). The term "bank" was applied to medical institutions and centers, because their work is not related to monetary exchange, but is concerned with preserving treatment materials from the human body and dealing with human cells and tissues. For this reason, multiple and various banks have emerged that contain this type of specialization, including the eye bank, the blood bank, the embryo bank, and others.

As for the definition of the embryo linguistically: the plural for this word is embryos are taken from the fertilization "*Al-Ejtannan*", which means "concealment", it is also taken from "*Al majnūn*" the insane because his mind is concealed, and "*the jinn*" because he is hidden from people's eyes, it was also said that every hidden embryo was conceived, embryo in the abdomen. And he is in the womb of his mother in three darkness, so he is effective in the sense of an effect. In medical terminology, (The zygote), is "an egg fertilized by sperm and begins to divide and grow until the end of the eighth week of pregnancy, but after that, it is called a pregnancy" (Al-Bar, 1991, pp. 376-377).

We can define the embryo as the initial seed of human creation, resulting from the union of the husband's sperm with the wife's egg in her womb at any stage before birth. In the same context, embryo banks are known as "centers and institutions that preserve and store human fertilized eggs in special vessels for a period of time by freezing them to halt biological reactions in the cells for future use when needed (Al-Sunbati, 2001, pp. 99-100).

The role of these banks can be summarized in facilitating the process of artificial insemination by storing and preserving excess embryos and reusing them in

case of the failure of the initial implantation procedure. Typically, around (4 to 6) eggs are fertilized, with three of them being implanted in the first attempt, while the remaining embryos are preserved for potential use in case the first procedure is unsuccessful (Al-Ramahi,2022). However, the reason for doctors fertilizing this number of eggs is primarily economic, due to the cost of removing eggs from both spouses, as each operation costs between four to six thousand dollars. Additionally, it aims to preserve the wife's health by avoiding the risks of endoscopy, and egg retrieval procedures more than once, as well as the inconvenience of hospital admissions.

Sperm preservation centers.

These centers are also known as "sperm banks". To understand the true meaning of this term, it is necessary to clarify the meaning of "sperm" because the definition of "banks" has been mentioned before. In the language, the singular is sperm, which means pure water, less or more. Furthermore, the plural of this word is sperms " *nitaf* ", with a diacritical mark in the Arabic language " *kasra* ". And the meaning of the drip of water " *ntafan* " with the diacritical mark " *fatha* " on the "T" letter in the Arabic language means flowing, and it comes with the meaning of semen (Al-Shirazi & Al-Fayrouzabadi, 1979, p. 194). And semen " *al-Mani* ": By opening the " *meem* " and emphasizing " *ya* ". Named " *mnyaan* " from the man's ejaculate means spill and flow.

Hence, it was named " *Mina* " because it is the place where blood flows, that is blood is shed. It is also said: the man's ejaculate and " *Amna* " if his blood flows, and semen is the water from which the child is born, what is meant here is the man's water (Al-Jawhary, 1419 AH, p. 1186). In common terminology, the semen " *al-Mani* " is known as the fertilizing fluid of the male, rich in spermatozoa, secreted by the seminal vesicles and the bulbourethral gland, which the man ejaculates at the climax of sexual intercourse (Bakr, 2002, p. 148).

In the same context, sperm banks can be defined as: "Centers and institutions that preserve and store human sperm in special vessels for a long period by freezing them to stop the vital reactions in the cells to use them when they are needed". Considering the aforementioned, the role of sperm banks in facilitating the process of artificial insemination is summarized as follows: they preserve the husband's semen as a precautionary measure in case any circumstances prevent the wife from conceiving through the usual natural means. The purpose of preserving the semen in these banks is to safeguard its functions so that it can enable the husband and his wife to achieve pregnancy in the future (Yunus, 2004, p. 179). As for the legitimacy of establishing these banks, contemporary jurists differed in their ruling on their establishment, and two opinions emerged, namely:

The First Opinion: Goes to the permissibility of establishing sperm banks with conditions, namely: The establishment of a central authority responsible for the supervised sperm banks that adopt guaranteed and reliable methods and procedures to ensure that genealogies do not mix and their objective is not material profit (Raslan, 1987, p. 31).

- There should be a need to store semen, and it should be used to inseminate the wife during the marriage.
- The storage period should not exist long for fear of death or divorce.
- The second opinion goes to the impermissibility of establishing these banks and stipulates that they are forbidden (Abdullah, 1989, p. 92), based on the following reasons:
- The existence of this type of banks leads to an increase in people's demand for it, and thereupon, the accumulation of stored samples for years, which may lead to their mixing.
- These banks may lead to the emergence of complex legal and legitimacy issues, such as a wife's pregnancy from the sperm of her deceased husband from ten years ago. In this case, how will the inheritance and fixed rights be controlled (Abd al-Hadi, 2006, p. 62)
- These banks may contribute to the spread of prohibitions and immorality in society, such as a woman falsely claiming to be pregnant from the sperm of her deceased husband.

However, we see the weakness of the mentioned evidence earlier and the preference for the first opinion, which states the permissibility of establishing sperm banks within specific regulations and conditions, limiting storage to pathological cases, which reduces the number of preserved samples and makes their mixing impossible. As a result, the basis of the ruling on this issue is permissiveness.

Accordingly, we can discern that the main difference between the embryo and sperm preservation banks is that fertilized egg. As a consequence, the combination of gametes is preserved, while in sperm banks, the sperm is stored and preserved without merging with the egg. Besides, the purpose of collecting embryos is to achieve procreation in the future, and it may be to conduct research and studies, and the preservation is for five to ten years. The purpose of sperm preservation is to achieve future reproduction as well, and the storage of sperm can exceed twenty years without losing its effectiveness (Zahra, *Artificial Reproduction*, previous reference, p. 110).

The adaptation of the contract for the preservation of embryos and sperm.

Jurisprudence differed in determining the nature of the contract concluded between the patient and the preservation banks, and two opinions emerged, namely:

The first opinion: Supporters of this opinion hold that the contract concluded between the patient and the sperm preservation bank is nothing but a deposit, on the basis that the body secretions are not part of it and were placed in the bank as (money) or anything that can be deposited, and in case of death it must be returned to the heirs.

In this context, a question arises regarding the validity of the aforementioned opinion in terms of the extent to which the deposit provisions apply to the contract concluded with sperm banks?

Referring to the Jordanian Civil Law, we find that Article (868) of it defines the deposit contract as: "A contract by which the owner authorizes another to keep his money, and the other person undertakes to keep this money and return it in kind." And Article (870) states: "The deposit contract is completed by the actual or legal receipt of the deposited property" (Al-Sanhouri, 2000, p. 676). In accordance with the above text, a deposit is an in-kind contract that does not occur by simple offer and acceptance but rather involves delivery. Delivery is a required whether it be a fact or a judgment since it is one of the contract's pillars and cannot be completed without it. It is also considered as a commutative contract and, if agreed upon, might be a netting contract.

It is also one of the contracts based on personal consideration and one of the binding contracts for one side, as it is not necessary on the part of the depositor, and the basis of commitment in this contract is the preservation which means preservation of the thing.

As for the object of the deposit contract, it may be movable or immovable, and it is required to exist, be designated, and not violate public order and morals. Therefore the degree of attention varies according to whether the deposit has been paid or not. In the case of a paid guarantee, the depositor is obligated to exercise ordinary diligence, which includes not using the deposit. In the case of an unpaid deposit, it is considered an act of favor, and the depositor is not required to exercise more outstanding care than they would with their belongings.

Thus, the depositor is obligated to refund the deposited thing upon request (Jordanian Civil Code Articles 871, 873, 875, 876, 888, 969). In the situation of the depositor's death, the deposit is returned to the heirs. If there are multiple heirs, each is entitled to receive their share of the deposit if the thing is divisible. But, if the object is indivisible, the heirs must agree upon the receipt of the deposit, or one of them can be designated to receive it by mutual agreement. In the absence of an agreement, the depositor may deposit it at their own expense, according to the rules of deposit (Iraqi Civil Code Article 722, 967, 991). Through a quick review of most provisions of the deposit contract, a question arises: What are the consequences of

adopting this opinion in a contract concluded between the patient and the sperm bank? According to the previous opinion, sperm (the subject matter of the contract) is considered a movable property since it has been separated from the human body that produced it.

It follows that the depositary should preserve and retrieve the sperm to the depositor at the time of the request, and in the event of death, the depositary (the bank) is obligated to retrieve the deposit according to their shares in the inheritance. As this deposit is considered within the financial estate of the deceased to be shared by the heirs, each according to his share, like money, and the heir has complete freedom to dispose of it, and none of the heirs has the right to monopolize it alone under the pretext of his nature, but it can be divided into more than one sample.

If we assume that it is not possible to divide it, one of the heirs must be appointed to receive it, and in the event of disagreement, it is deposited at their expense by the provisions of deposit. These are the results of the contract concluded with sperm banks in the case of applying the provisions of the deposit, but they are not welcomed or accepted in the legal community according to the opinion of some of the jurisprudence (Abdel Halim, 1996, p. 498).

The second opinion: holds that the contract concluded between the patient and the sperm bank is a treatment contract because the purpose of the whole process is medical purpose. They based their opinion on the fact that the products of the human body cannot be dealt with or equated with things, and then the sperm based on its special function in creating life cannot be considered as something. Moreover, the doctors working in sperm banks are not (cashiers) but therapists whose sole goal is to overcome the problem of infertility suffered by the patient. In the event of the death of the patient, the obligations incurred by the center fall, and the contract ends and does not extend to his general successor due to its medical and therapeutic nature (Abdel Salam, 2005, p. 86).

Based on the above, we can observe that the contract between the patient and the sperm banks shares similarities with both deposit and treatment contracts in certain aspects while differing from them in another aspect. It aligns with the deposit contract in that the obligations of each of the banks and the depositary with each of them relate to preserving the object of the contract, which is the thing deposited or the sperm. And the obligation to retrieval it in kind when requested and the care required in each of them is ordinary diligence because it is compensation unless otherwise agreed upon. Regarding the key distinctions between the two contracts, the primary factor lies in the object of the contract. In a deposit contract, the object typically involves money or tangible items.

Conversely, in the contract between the patient and the sperm bank, the subject matter is human sperm, highlighting a distinct dissimilarity between the two

contract types. The challenges arise when trying to apply the deposit provisions in cases of the depositor's death and the subsequent request for a retrieval. Questions arise concerning how the samples will be divided among the heirs. And how disputes between them can be resolved. And in the case of disagreement between the heirs, what is the solution? In situations where the deceased depositor had multiple wives, the samples are not sufficient to fulfill each wife's share, it raises the issue of prioritizing one wife over another and the basis for such preference. Additionally, fertilization after death introduces further complexities, adding another issue to the matter.

In accordance with the above, this contract cannot be subject to the provisions of the deposit. In terms of comparing the contract concluded between the patient and the sperm bank and the treatment contract, they agree in terms of purpose, that is, the requirement of therapeutic necessity, which is the treatment of infertility, along with to the fact that specialized doctors are the ones who provide medical service in both contracts.

Regarding the significant differences and obligations pertaining to doctors, in a treatment contract, the doctor is responsible for conducting examinations, making diagnoses, determining the appropriate treatment, adhering to confidentiality and medical ethics. On the other hand, doctors at sperm banks have limited responsibilities, primarily involving receiving and storing the sample until it is requested. In the event of the patient's death, the treatment contract stipulates that requests for sample retrieval are not accepted, resulting in the termination of the contract and the forfeiture of the bank's obligations.

Based on this analysis, it can be inferred that the contract between the patient and the sperm bank possesses distinct characteristics that set it apart from both a deposit contract and a treatment contract. While certain provisions may be borrowed from these contract types, it is essential to recognize its unique nature and inherent privacy, derived from the subject matter of the contract and the patient's underlying objectives. The obligations arising from both parties should be acknowledged in light of these specific circumstances.

As a consequence, we conclude that the contract concluded between the patient and the sperm bank is of privacy and cannot be considered a deposit contract or a treatment contract and that we take some provisions from them, but this does not prompt us to deny his particular independence and privacy that stems from the subject of the contract and the purpose that the patient seeks from behind the conclusion of this contract and from the obligations arising from parties. Regarding the legal requirements for the contract of preserving fertilized eggs (Gametes), there is a difference in what is required to be preserved - the object matter of the contract

only - which is a group of fertilized eggs and not samples of sperm. Then, it is regulated by the Jordanian legislature due to its infancy, and it cannot be considered a deposit contract or a treatment contract, even if some provisions were taken from it.

Obligations arising from the embryo and sperm preservation contract.

The contract for preserving embryos and sperm is considered a consensual contract binding on both sides. Hence, this contract can be defined as: “The contract by which a legal person undertakes to receive from the patient samples of sperm and fertilized eggs to keep them for a specific period, provided that he returns them in kind at the time of his request or at the end of the contract period to perform artificial insemination (Abdel-Bari, 1999, p. 571).

From the provided definition, it is evident that the delivery of the samples is not a fundamental aspect of this contract. Instead, it is the responsibility of the center to ensure that the samples are returned in the same condition after the agreed-upon period. In retrieval, the patient is obligated to cover the fees and expenses associated with the preservation. This contract can be considered a commutative contract, where each party receives compensation for what they provide. And if the center does not declare that he is receiving the wage, it is assumed that it will be taken for the wage and returned to the wage for the same.

As well, the fact that this contract is non-binding on the part of the patient, means that the contract can be terminated and ended before the specified duration without obligation, but the patient may still be required to pay the full fee for the remaining period unless otherwise agreed upon. As for the preservation center, the contract is necessary for them. It is important to note that the role of the preservation center is not therapeutic, but rather its role is limited to preserving the samples unless otherwise agreed upon so that the center has a role in treatment and preservation.

The obligations of the Center for the Preservation of Embryos and Sperm

The obligations of the Embryo and Sperm Preservation Center are focused on the following:

a. Samples are received in a certain number.

The place of the contract for the preservation of embryos and sperm is the fertilized egg or semen (Abdel Salam, 2005, p. 125), and due to their sensitive nature, they are rapidly perishable. If they are not preserved in the required manner, the center is primarily responsible for storing the samples by providing refrigerators and special tubes for preservation upon receipt. It may be an actual delivery or a

judgmental delivery. The actual delivery is the transfer of the place of preservation to the possession of the center. The parties agree on the place and time of delivery, and it is usually the headquarters of the preservation center. As for the number of eggs, it ranges between (3 to 4) according to the age of the wife.

b. Preserving Samples

This is the primary obligation of the preservation center because the patient's goal is to preserve her reproductive potential by keeping samples throughout the agreed period. These samples are cryogenically preserved by freezing them in liquid nitrogen at a temperature of (-196) cellulite inside a small chemical room or refrigerator, and these samples are thawed when needed by gradually increasing the temperature of liquid nitrogen, so life returns to them again (Abu Al-Basal, 2000, p. 4).

c. Commitment to retrieval

According to the contract concluded between the Preservation Center and the patient, the first party will preserve the samples during the agreed-upon period and retrieve them at the end of this period or before their expiration, based on the patient's request. The center is not allowed to back them before the end of that period because the contract binds it only on its part (Abdel Salam, 2005, p. 84). The samples themselves are subject to retrieval, and they are returned in the condition in which they were at the time of delivery, it is not possible to retrieve them in exchange because the samples are not fungible. Furthermore, the center can retain its characteristics for a long period if the required care is taken in its preservation. In other words, the center is non-consumable, and the contractual responsibility lies with the center if any errors occur that result in the damage, mixing, or replacement of the samples (Abdel Halim, 1996, p. 576).

Normally, the retrieval is for the patient himself, and in his death, no one has the right to request the recovery of the preserved samples because they are related to the therapeutic purpose. In the event of death, the center must destroy them according to what is decided by the work regulations in the center (Abdel Salam, 2005, p. 125).

d. Preventing the transfer of samples outside the country.

Some legislations prohibited the process of transferring samples from inside or outside a country or vice versa, and the wisdom of this ban is clear to prevent suspicion of mixing of lineages, even if the center has other branches outside the country. If necessary, the center requesting the spouses may travel to that branch in

the second country to take samples and if this prohibition is violated, the preservation center will be held legally accountable (El-Gamal, 2008, pp. 38-39).

e. Prohibition of scientific experiments.

Experiments may be for treatment or the purpose of scientific research, the first aims to ensure the validity of the treatment subject to the experiment to treat the disease or disease in an innovative and new way by testing it on the patient and recording all observations and results (Al-Lahibi, previous reference, p. 96). The second one is to prove a specific scientific fact, the effect of a drug on a person, or other hypotheses. The experiment is carried out on a healthy person who does not suffer from a disease and the desired goal is the general human interest. Additionally, a legal framework that offers the appropriate protection for humans from the exploitation of some scientists and doctors (Al-Lahibi, previous reference, p. 97) was required due to the growing significance of these studies and the need to ensure that they do not veer from their intended purpose. Among these laws is UAE Law No. (11) of 2008 and its executive regulations, as this law prohibits fertilization centers from conducting any experiments on eggs and prohibits the use of fertilized eggs or sperms for research or commercial purposes or making genetic modifications or disposing of them. However, the spouses have the right, based on written consent, to allow the center to carry out a genetic diagnosis to find out the genetic symptoms of "Pre-implantation Genetic Diagnosis" while taking all necessary precautions and procedures not to harm the fertilized egg (Article 14 of Law No. 11 of 2008).

The patient's obligations in the embryo and sperm preservation contract

The patient's obligations towards the Preservation Center are represented in two main obligations:

a. Delivery of the required sample: This commitment is one of the requirements of the preservation contract since the patient agrees to submit the sample after the contract is signed, even if it is not expressly stated in the contract. To provide it, special methods that are incompatible with conventional means must be used, just as reproductive cells must be removed using advanced medical techniques with the assistance of trained medical professionals to protect them from damage and harm. Therefore, it must be pointed out that delivery and receipt are two interrelated obligations in space and time, and usually the headquarters of the preservation center (Abdel Salam, 2005, p. 126).

b. Paying the preservation fee: Since the preservation contract is not necessary for the patient, he can terminate it at any time, and as a netting contract, the preservation task is not carried out by the center as a donation, in addition, the center used

modern equipment with a specialized medical staff. The patient is obligated to pay the fee to the center, and payment may be made in advance if it is agreed upon. If the two parties to the contract do not agree on the fare, the judiciary intervenes to estimate the fee for the usual example in such cases, and the two parties agree on the place and time of payment. The patient is obligated to pay the fee along with the additional expenses incurred by the center in the case of unusual treatment in these same cases (Jordanian Civil Code Article 202).

Responsibility of the preservation centers

The primary function of preservation centers is to preserve embryos and sperm until the artificial fertilization process is performed or until the completion of a treatment project that may affect the reproductive capacity of the patient. Therefore, the responsibility of the center can be envisaged in several hypotheses, including its responsibility towards the patient and the child resulting from the artificial fertilization process. In light of this, we shall split this subject into two requirements.

A. The responsibility of preservation centers on the patient

When performing the artificial fertilization process, the patient is bound by an additional contract with the Center for the Preservation of Redundant Embryos and Embryos, which is called the sperm and embryo preservation contract. Under this contract, the center is obligated to keep the samples that were delivered during the agreed period, it must return the samples to the patient upon request or at the contract's conclusion and transfer them to a doctor specialized in the artificial fertilization process. In return, the patient is responsible for paying the agreed fee. Hence, any breach between the two parties entails contractual liability, but the obligations of the preservation center are particular, and any breach of these obligations may result in severe consequences. That leads us to say that the center is committed to preserving the embryo sample. If this obligation is breached, contractual responsibility arises (Jordanian Civil Code Article 157). So, the center is committed to providing compensation as a penalty for this breach. In other words, the center's obligation is an obligation to achieve an end and not to exert care.

In another assumption, the nature of the center's responsibility is questioned if it breaches its obligations and sperm and egg mix that results in pregnancy, and childbirth, and the mistake is detected after these stages. It is conceivable that liability will arise because the center breached its obligation to return the sample in kind, that is, to return the same thing that you received, as it is not a homosexual thing that some of them take the place of each other in fulfillment (Al-Sanhouri and Al-Razzaq, 2000, p. 932). However, the harm in this hypothesis does not only

include the spouses, but also extends to the child, and the center is responsible for him. Although the child is not a party to the custody contract concluded between the center and the spouses by the provisions of contractual responsibility, based on the rule of stipulation in the interest of others, the purpose of preservation is to preserve the human sperm to obtain the newborn.

B. The responsibility of conservation centers on the child

Due to the special nature of the embryonic sample, as it needs special care, it is the responsibility of the preservation center according to the contract concluded between it and the patient. This contract aims to obtain the sample intact, and free of defects when performing the artificial insemination process. However, in some cases, the sample may be improperly preserved by the center, represented by its employees, resulting in a child with deformities or congenital defects. Here, a question arises regarding the possibility of extending legal protection to the period preceding pregnancy, so that a child suffering from deformities can claim compensation for any negligence or harm that occurred during the pre-pregnancy period.

Conclusion

Through this research, we tried to answer the questions that were raised in the research problem, clarify the concept of embryo and sperm preservation centers, determine the legal nature of the contract concluded between these centers and the patient, and explain the problems raised by the subject of adapting the contract, while reviewing the most important obligations arising from the embryo and sperm preservation contract and the liability involved. The preservation centers in the event of damage to the embryonic sample, and we have come to a set of results and recommendations.

Results

1. The contract concluded between embryo preservation centers is not regulated by Jordanian legislators. It is a civil contract based on credibility, trust, and confidentiality, falling under the category of unnamed contracts. It becomes apparent that labeling it as such is an attempt to overcome the issue of adapting the contract and defining its nature, and that the unique nature of this contract requires intervention by Jordanian legislators to regulate it with specific provisions.
2. The research demonstrates that the contract between embryo and sperm preservation centers is special and cannot be considered a deposit contract or a medical treatment contract. Instead, it derives its uniqueness from the contract's

purpose and the patient's intended objectives, along with the obligations that arise for the involved parties.

3. It is evident that delivery is not a pillar of this contract, but rather an obligation imposed on the preservation centers, which are obligated to retrieve the samples intact upon the expiration of the agreed-upon period in exchange for the payment of the preservation fee.

4. It is also clear that this contract is non-binding on the part of the patient, as they can terminate and dissolve the contract without adhering to the agreed-upon duration. However, for the preservation centers, the contract is binding on them.

Recommendations

Because of the sensitivity of the issue of preserving embryos and sperm from a moral point of view, and the circumstances it raises about preserving lineages and their purity, we hope that the Jordanian legislator will develop a legal framework for centers working in this field by adding a legal text within the Jordanian Medical Liability Law No. (25) of 2018, which includes obligating The archiving center must be technically and administratively organized and a license is not issued unless it is confirmed that these conditions are met. Thus, we suggest the following text: It is permissible to preserve sperm and freeze fertilized eggs if the following are available:

- The medical need for gamete freezing or sperm preservation.
- Establishing a reliable central entity responsible for overseeing the preservation of eggs, following trustworthy procedures that ensure non-intermixing. The entity should be supervised by trustworthy individuals who possess knowledge and faith.
- It is not permissible to retain gametes and sperm for a period exceeding two years.
- Issuing a legal text criminalizing the violation of the above article, and we suggest the following text:
- Issuing a legal text criminalizing the violation of the above article, and we suggest the following text:
- Anyone who violates the conditions for preserving embryos and sperm shall be punished by imprisonment for no less than one year and no more than three years.
- Revocation of the license of the violating center permanently or temporarily in case of recurrence.
- Compensation should include moral and ethical damage.

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