

Introduction to the Agreement for a Just and Fair Jewish Marriage

What is the purpose of the agreement and bill?

The purpose of this agreement and bill is to enable parties to actualize their will to divorce without being dependent on the will of the other party.

What does the agreement include?

- 1. Civil Court Jurisdiction:** the couple agrees that all matters of dispute will be exclusively heard and adjudicated in civil court;
- 2. Financial Incentive to Prevent *Get* Refusal:** the couple agrees that "increased spousal support" will be paid by the recalcitrant party;
- 3. Conditional *Kiddushin*:** the couple agrees to marry via a conditional *kiddushin* wherein the conditions are that the couple lives together and neither of the parties has asked for a divorce;
- 4. Authorization to nullify the marriage:** the couple authorizes a tribunal of three Jewish men to declare their marriage over;
- 5. Authorization to act as agent:** the man designates an agent to draft the *get* (Jewish Bill of Divorce).

How does the agreement differ from other agreements that aim to prevent women from becoming Agunot?

Most of the existing agreements are based on applying economic pressure to the recalcitrant party. However, this type of strategy cannot constitute a comprehensive solution, as financial incentives are often ineffective, such as when a spouse, in particular the husband, is particularly wealthy, indigent, recalcitrant, absent or not of sound mind or body.

Therefore, this agreement is unique as it:

1. Offers a comprehensive solution for all types of cases of *get* refusal
2. Offers a solution for the classic *agunah* scenario: an absent husband, or one who is not of sound mind or body
3. Offers a solution for the problem of *halitzah* (ceremonial release from levirate marriage) and *mamzerut* (children born out of wedlock to married mothers)

Will the agreement be accepted by a Rabbinical Court?

The second part of the agreement (paras. 4-7) was based on a document drafted by an Orthodox Rabbi, and is strongly rooted in Jewish law sources. Moreover, numerous rabbis and scholars with significant expertise in this field have given the bill their blessing. It is our fervent hope that the bill will be accepted by the Israeli Rabbinical Courts in the coming years. However, The agreement is currently not accepted by the wider rabbinical establishment, nor by the Israeli Rabbinical Courts.

How do you sign the Agreement?

The first part (paras. 1-3) is to be signed prior to the wedding ceremony before a notary or a marriage registrar. If the agreement is signed after the wedding ceremony, it should be authorized by the Family Court. The second part (paras. 4-7) must be signed prior to the wedding ceremony, in the presence of two Jewish men. It is not possible to sign the second part *after* the wedding ceremony has taken place; however, there is no requirement that the bill be signed on the wedding date itself.

Agreement and Bill for a Fair and Just Marriage

Agreement:

That was signed on ___(location)___ day ___(month)___(year)
Between _____(name of groom), ID number _____,(hereinafter: "**groom**")
And _____ (name of bride) ID number _____, (hereinafter: "**bride**")

The bride and groom (hereinafter: "**the couple**") hope and pray that their marriage will succeed, and that they will merit to live together for many years in health and happiness. In the event that, G-d forbid, marital strife should develop between them, the couple hereby agrees to make great efforts to rehabilitate their marriage so that they may once again live together in love and harmony.

In order to effect such a just and fair marriage, the couple agrees to marry on the following terms:

1. Resolving Marital Disputes

The couple agrees that the Family Court (or any other civil court) will be the exclusive, authorized court instance for the couple to apply to on any matter of dispute that may arise between them, (including matters relating to their shared children). They waive any claim that is contrary to the granting of this authority. The couple also agrees that should either of them, contrary to this agreement, apply to the Rabbinical Court instead of to the civil court, for any matters save the get ceremony itself, the party that applied to the Rabbinical

Court will pay all the other parties' legal expenses for the Rabbinical Court proceedings, including lawyers' fees. The couple also waives their right to implement any decision or judgement issued by the Rabbinical Court on these matters.

Additionally, with the receipt of the get, and the division of assets in accordance with this article, the bride waives her right to the *Ketubah* money.

2. Increased spousal support payments.

The couple agrees that should they live apart for a period of 18 months or more and either of them has sought or sued for a *Get*, each party agrees to pay the other a monthly spousal support of \$2,000, or the equivalent of half of the monthly salary of the obligor—whatever is larger— until such time as their Jewish marriage is terminated by a Jewish Bill of Divorce as well as by a certificate of divorce. The spousal support is not conditional on the couple's income, and cannot be offset against any other debts one party may have to the other.

The couple agrees that the groom will have no spousal support obligation to the bride, as detailed in this article, should she refuse to accept an unconditional bill of divorce from him, at his request; similarly the bride shall have no spousal support obligation to the groom if he refuses to give her an unconditional bill of divorce, at her request.

3. Authorization and Declaration of Intent:

The couple agrees to authorize this agreement in such a manner that will be recognized as legal and binding by the State of Israel.

Signature of Bride Signature of Groom

Date

Signature of Notary or marriage registrar

Bill of Conditions and Agency

Conditions for Marriage:

____ (Full name of groom), son of ____ (father's name) and ____ (mother's name) (hereinafter: "**the groom**") declares that he intends to marry ____ (full name of bride), daughter of ____ (father's name) and ____ (mother's name) (hereinafter: "**the bride**") (the bride and groom are jointly, hereinafter: "**the couple**") so that the marriage may be valid, so long as the following conditions, as listed in Articles 1.1, 1.2, and 1.3, are met (hereinafter, "**the conditions**"). The groom hereby declares that these conditions are implied when he says the following words under the wedding canopy (the "chuppah"): "You are hereby betrothed to me by this ring in accordance with the laws of Moses and Israel". The groom further declares that he intends to live with the bride solely under these conditions.

The woman hereby declares that she agrees to marry the groom provided that the marriage shall only be valid as long as the conditions are met, and that the conditions are implied in her consent to be married under the wedding canopy.

1.1 First condition: Living Together

The couple agrees that the groom will marry the bride so that the couple can live their life together. If the couple does not live separately for a period of 18 months or more, and if neither party has petitioned a Rabbinic Court to execute this Bill, the marriage shall be valid. The couple agree that if they live apart for a period of 18 months or more, and additionally, one party has petitioned a Rabbinic Court to execute this Bill, the marriage shall be retroactively null and void.

1.2 Second Condition: Avoiding *Halitzah* (Ceremonial release from Levirate Marriage)

The couple agrees that the groom intends to marry the bride with the intention of leaving living offspring after him. If he has living offspring, the marriage shall be valid. In the event that he passes away and has no living offspring, and the need arises for a *halitzah* ceremony, and the woman appeals to a Rabbinic Court to execute this bill, the marriage shall be retroactively null and void.

1.3 Third Condition: Abstention from forbidden marriages (*psulay hitun*)

The couple agrees that the groom intends to marry the bride so that all of the bride's future children will be permitted to marry within the wider Jewish community. If the marriage will result in, G-d forbid, the birth of children who are not permitted to marry within the wider Jewish community, then the marriage shall be retroactively null and void.

1.4 Authorization to terminate the marriage: The man and the woman authorize any Rabbinic Court (tribunal of 3 Jewish men) to declare their marriage retroactively null and void, in the event that one of the aforementioned conditions are met. This is in accordance with the

Talmudic rule, "kol demikadshesh a'data d'rabanan mikadesh"(all who marry do so with the understanding that they will defer to rabbinic discretion with regard to the marriage ").

1.5 Permission to Act As Agent

The groom agrees that the delivery of a Jewish Bill of Divorce to the woman, provided the condition as detailed above in Article 1.4 is met, would be to his benefit. The groom does hereby appoint any Rabbi, scribe or Rabbinic court of any three Jewish men to view his signature on this Bill, obtain ink and feather, write and arrange the bill of divorce on his behalf, in his and her name and for the purpose of the divorce. The groom shall also appoint any two Jewish men to view his signature on this Bill and to sign the Bill of Divorce, he shall also appoint anyone who is so suitable to view his signature on this Bill and shall act as his agent to deliver said Bill of Divorce to the woman in his stead. And they may write, sign and deliver even a hundred bills of divorce until one of them is acceptable in the opinion of the Rabbinic Court arranging the divorce.

The bride agrees that accepting a Jewish Bill of Divorce from the groom, provided the condition as detailed above in Article 1.4 is met, would be to her benefit and she hereby appoints anyone who is suitable to act as her agent to accept said bill of divorce.

The groom commits not to cancel the Bill of Divorce and the aforementioned permission to deliver the get. The groom also cancels any announcement that he may have made or may make that is liable to adversely affect the get or the permission to deliver the get.

1.6 Miscellaneous:

Prior to any intimate act between them, the man and the woman declare that they intend that the marriage shall only be valid if it includes the stipulated conditions, and they do not intend for acts of intimacy to create a new and unconditional marriage.

The man and the woman hereby declare that the conditions in the agreement are as "Conditions of Gad and Reuven" and that the obligations in this bill apply now under a personal obligation (a *Shiabud Guf*) and were made in a Rabbinic Court that carries weight and authority and should not be interpreted in any way that should invalidate them ("Dela Keasmachta ve-Dela ke-Tofsey Shtarot"). The man and the woman accept upon themselves under public severe oath not to cancel any of the conditions included in this bill. Any announcements made (stating consent under duress), to the extent that any such announcements were made ("Modaot veModaey Modaot"), have been withdrawn and the witnesses to them have been disqualified. The man and woman hereby declare that that if this agreement and bill is not accepted as valid in the future, their intention was not to be in accordance with the laws of Moses and Israel, rather to live together as

man and woman in an unmarried state, as per Jewish law.

Signature of Bride

Signature of Groom

Name and Signature of Witness

Name and Signature of Witness

Date