

הסכם לכבוד הדדי המחודש



Marriage is the initial step towards establishing a family and the generations to come. The covenant between man and wife, which comes into existence with the *kiddushin* – the sanctification ceremony, is the basis of the family unit. This covenant is deep, signifying the beginning of a couple's life's journey of partnership and mutual loyalty, which obligates the couple to withstand the various trials yet to come during their lives together.

Preserving the stability of the family unit benefits all of its members and their community. In order to maintain this stability, our Sages determined the hour of marriage to be the time to lay the foundation which will assure a relationship which is fair, with mutual respect even in times of crisis. Hence, the Sages decreed the signing of the *ketubah* contract, which details the system of the couple's rights and obligations one to the other.

In this spirit, the main objective of the agreement that lies before you is the safeguarding of the woman in whose home there is no peace, providing her with reasonable subsistence and suitable support as long as she is married – while similarly safeguarding the man in whose home there is no peace, providing him with reasonable subsistence and suitable support as long as he is married.

The act of signing this agreement gives expression to a covenant so deep that even in the case of a marital crisis, the couple will treat each other with respect and fairness, thus preventing the straying from this path in troubled times.

The original Agreement for Mutual Respect (which was authored in the year 2000) was composed in consultation with rabbinic court judges, rabbis and senior jurists. Prominent among the rabbinic court judges with whom the authors consulted, was Rabbi Zalman Nechemia Goldberg, zt"l, (Member, High Rabbinical Court of Israel) who signed his approbation and endorsement of the halakhic validity of this agreement. The renewed agreement, written in 5781 - 2020, preserves the very same halakhic principles which were granted Rabbi Goldberg's approbation. No group, organization or individual has permission to edit, delete or add to this text of the Renewed Agreement for Mutual Respect (5781 - 2020).

The Renewed Agreement for Mutual Respect

Entered into in _____ on the date of _____
(locale) (day/month/year)

Between _____ I.D. _____ (to be called hereinafter: the "Man")
(Name of the Man) (I.D. number) As one party;

And _____ I.D. _____ (to be called hereinafter: the "Woman")
(Name of the Woman) (I.D. number) As the second party;

(The Man and the Woman are hereinafter: the "Couple")

Initials: _____



Therefore, the Couple agree as follows:

1. Preamble

- A. The Couple have agreed to base their married life together on the grounds of love, harmony, peace, equality, respect, consideration, fairness and mutual concern.
B. The Couple desire to act with respect for each other and resolve disputes among themselves with fairness in an agreeable manner.

2. The Notice

- A. A party who desires to live apart from the other may deliver written notice in this regard (hereinafter: the "Notice") to the other party (hereinafter: the "Notice Recipient") wherein the sending party (hereinafter: the "Sender") requests to exercise the obligations of the other party as set forth in clause 5 as follows (hereinafter: the "Obligations"). This agreement can be put into effect by the Sender and only after the delivery of the Notice.
B. The Notice shall be in writing and be documented as hand-delivered or dispatched by registered mail including confirmation of delivery or an alternative method of delivery in accordance with the law in this regard.
C. The date of delivery of the Notice shall be called herein: the "Notification Date".
D. The sending of a Notice by one party shall not prevent the sending of a Notice by the other party as well.
E. The Sender may revoke the Notice in writing and may independently choose to resend it. Any revocation shall be written and delivered in the manner of the delivery of the Notice. The revocation of a Notice shall not affect the validity of a Notice sent by the other party.

3. The Period Between the Notification Date to the Time for Exercising the Obligations

- A. The period of time commencing with the Notification Date shall consist of 180 days or a year, according to the determination of the Couple in Clause 4 as follows (hereinafter: the "Period").
B. If one of the Couple delivered a Notice and the Period has passed, the Sender of the Notice may (in accordance with Clause 4) take all steps to exercise the Obligations of the Notice Recipient at the expiration of the Period, as is stated in Clause 5.
C. The Sender may, in writing, extend the Period or reduce the extension. The extension of the Period by one party shall not extend the relevant period in respect to the notice by the other party.

4. Rehabilitation of the Marriage – Two tracks to choose from. Mark the desired track.

Track 1: Attempt at Rehabilitation, obligatory upon request of the Notice Recipient

- A. The Period shall be defined hereinafter as 180 (one hundred and eighty) days commencing with the Notification Date.
B. During the Period, the Notice Recipient may obligate the Sender to participate in a process of rehabilitation of the marriage with the help of a professional counselor (hereinafter: "Marriage Counselor"). Rehabilitation of the marriage shall be executed in accordance with the stipulations detailed in Appendix "A" attached to this agreement and constitutes an integral part thereof.
C. In the event that a Marriage Counselor was appointed, and the Sender of the Notice failed to fulfill the stipulations detailed in Appendix "A" to this agreement, the Sender of the Notice is not permitted to take any actions to exercise the Obligations included in Clause 5 as follows.

Track 2: Attempt at Rehabilitation, with the agreement of both parties

- A. The Period shall be defined hereinafter as one year commencing with the Notification Date.
B. During the Period each party may request to enter into a process of rehabilitation of the marriage with the help of an agreed-upon professional counselor. Rehabilitation of the marriage will take place solely with the consent of both parties and will be carried out in a manner agreed upon by both parties.
C. Neither the existence of the process of rehabilitation of the marriage nor the lack thereof, shall prevent the Sender at the conclusion of the Period from taking any action in exercising the Obligations included in Clause 5 as follows.

Initials: _____

Initials: _____

Initials: _____

5. The Obligations of the Couple

Obligations of the Man:

- A. The Man hereby now (*me'achshav*) obligates himself: commencing with the date of their marriage or the date of signing this agreement (the later of the two), and as long as they are married in accordance with Orthodox Jewish Law, to make monthly maintenance payments to the Woman in the greater of the following two sums:
1. 4,000 NIS linked at the time of actual payment to the representative rate of the Israel Consumer Price Index as published by the Central Bureau of Statistics on Dec 15, 2020.
 2. A sum constituting 50% (fifty percent) of his mean monthly (net) income of the year preceding the Notification Date.
- B. Notwithstanding this Obligation of maintenance payments by the Man, the Woman agrees that she will be satisfied with the financial support she receives, as customary and lawful from the date of his Obligation until the expiration of the Period and the Extended Period, if applicable.
- C. This Obligation by the Man is not dependent on earnings received by the Woman from a salary, wages, property or any other source, and may not be deducted from any type of debts owed to him by the Woman.
- D. Notwithstanding the Man's Obligation to make monthly maintenance payments as set forth in subclause A, the Man, hereby now (*me'achshav*) waives all lawful rights to income generated by the Woman during the period in which the Woman is entitled to implement/exercise the Obligations.
- E. These Obligations are fully valid and enforceable regardless of any action or omission by the Woman.
- F. Notwithstanding subclause E, these Obligations are rescinded if the Woman refuses to terminate the Marriage as defined in clause 6 ("**Termination of the Marriage**") or if she or her representative fails to appear in the Beit Din at the designated time without a justifiable reason for such absence.

Initials: _____

Obligations of the Woman:

- A. The Woman hereby now (*me'achshav*) obligates herself: commencing with the date of their marriage or the date of signing this agreement (the later of the two), and as long as they are married in accordance with Orthodox Jewish Law, to make monthly maintenance payments to the Man in the greater of the following two sums:
1. 4,000 NIS linked at the time of actual payment to the representative rate of the Israel Consumer Price Index as published by the Central Bureau of Statistics on Dec 15, 2020.
 2. A sum constituting 50% (fifty percent) of her mean monthly (net) income of the year preceding the Notification Date.
- B. Notwithstanding this Obligation of maintenance payments by the Woman, the Man agrees that he will be satisfied with the financial support (in the case that it has been paid), as customary and lawful from the date of her Obligation until the expiration of the Period and the Extended Period, if applicable.
- C. This Obligation by the Woman is not dependent on earnings received by the Man from a salary, wages, property or any other source, and may not be deducted from any type of debts owed to her by the Man.
- D. Notwithstanding the Woman's Obligation to make monthly maintenance payments as set forth in subclause A, the Woman, hereby now (*me'achshav*) waives all lawful rights to income generated by the Man during the period in which the Man is entitled to implement/exercise the Obligations.
- E. These obligations are fully valid and enforceable regardless of any action or omission by the Man.
- F. Notwithstanding subclause E, these Obligations are rescinded if the Woman agrees to terminate the Marriage as defined in clause 6 ("**Termination of the Marriage**") and if she or her representative appear in the Beit Din, at the designated time, unless there is a justifiable reason preventing her from doing so.

Initials: _____

6. Termination of the Marriage

For purposes of the Obligations set forth in Clauses 5F' above, "**Termination of the Marriage**" shall mean: the end of the Marriage between the Couple under Jewish Law without any reference or stipulation in any manner or form to other matters that are associated with or are related to the Termination of the Marriage. This includes: child custody, their maintenance and education issues, financial matters, judicial authority, or any other related matters (hereinafter: "**Other Matters**"). It is understood that consent to end the marriage in accordance with Jewish law shall be deemed as agreement to terminate the Marriage and shall not be deemed as refusing to terminate the Marriage, even when there is no consent to the terms or demands in the Other Matters.

Initials: _____

7. Reservation of Rights

With the exception of the foregoing, this agreement shall not impair from the rights of the Man and/or the Woman and/or the children and/or any other relief available to any of the Couple and/or the distribution of property between the Couple, as obligated by law and/or by an agreement among the parties and/or the practice of the State. The initiation of legal proceedings shall not derogate from the provisions of this agreement.

8. Validity of the Agreement

- A. All of the Obligations in this agreement are effective immediately as Obligations creating personal liability (*shi'abud haguf*), executed in an Esteemed Beit Din (*Beit Din Chashuv*) and should not be regarded as an indecisive contractual obligation (*asmachta*) or as a stereotyped form (*ketofsei shtarot*). Rather this document shall be regarded as a valid monetary document like those customarily used according to the traditions of Israel, in proper form and in accordance with the rulings of our rabbinic sages of blessed memory. All of the above stated conditions are made in accordance with the laws of the Torah, as derived from the Book of Numbers Chapter 32 (*tna'ei bnei gad v'reuven*). Both parties have stipulated that they will not invoke the release of obligations of the Sabbatical Year. The validity of this agreement shall be as the validity of all documents legislated by our sages of blessed memory, and the parties hereby render null and void any previous declarations (*modaot*) and/or implied statements (*moda'ei modaot*) that they may have made, no matter how far-fetched or distantly implied, that could harm the validity of this agreement and declare invalid any witnesses that may testify to any such declarations or implied statements. The parties have accepted all of the above Obligations, regarding each matter respectively, via an accepted effective halachic means of transaction (*kinyan hamo'il*), and by an oath of the Torah (*shvua*). The signatures of the parties on this document shall be an admission (*hoda'a*) to the declarations stated herein.
- B. If a disagreement arises among the decisors of Jewish law regarding the validity of the agreement or any provision therein under Jewish law, the Couple shall adopt the method that grants full validity to the clauses of the agreement, whether the agreement was signed prior to or after the marriage ceremony. Each of the Couple undertakes to pay the other side any sum, and grants the other party all rights in accordance with the method granting full validity to the provisions of the agreement, such that the Jewish law mechanism of *kim li* may not be asserted.
- C. The Couple agree that if any section of the agreement is disqualified, stricken, rendered invalid, unable to be performed or effectuated, this will not harm the surviving sections of the agreement and they shall remain intact and fully enforceable. In the case that one of the tracks in Clause 4 above was not clearly chosen, Track 2 shall be applied to the Couple.
- D. The refrain, postponement or delay by one of the Couple from claiming and/or acting to effectuate a right granted to said party under this agreement, shall not be considered a waiver or pardon of any such right, unless such waiver or pardon is made in writing.
- E. The headings in this agreement are for convenience sake only and shall not be accorded any significance in the interpretation of the agreement.
- F. Changes to this agreement at the time of signing, shall not be effective unless made in writing accompanied by the abbreviated signatures of the Couple (and with the approval of the competent judicial body when necessary).
- G. Any agreement or document that will be executed by the Couple subsequent to the signing of this agreement, which does not contain an explicit reference to this agreement, shall be interpreted in accordance with and subject to the wording and provisions of this agreement.
- H. The Couple acknowledge and represent that they are aware that a difference of opinions exists between decisors of Jewish law, regarding the validity of this agreement in and of itself on the one hand, as well as regarding its details on the other. Notwithstanding, the Couple seek to sign this agreement, and have no claim against any and all matters regarding the wording and text of this agreement and/or its signing.
- I. The Couple acknowledge and represent that they have read the agreement, that it was explained to them and that they understood all the contents therein, and that they are signing this agreement of their own free will, in the absence of any coercion, after having been given an opportunity to consult with any person they so desired, including legal counsel and an advisor on Jewish law.

In Witness We Set Our Hand:



**Appendix A –Method of Implementation of the Rehabilitation of the Marriage
for Those who Choose Track 1 in Clause 4**

- A. The Period shall be defined hereinafter as 180 (one hundred and eighty) days commencing with the Notification Date.
- B. During the Period, the Notice Recipient may choose to obligate the Sender to enter into a process for rehabilitation of the Marriage with the help of a professional counselor (hereinafter: "**Marriage Counselor**"). In the absence of an agreement among the parties as to the identity of the Marriage Counselor, the Marriage Counselor shall be appointed by the Public Department for Couple and Family Counseling and Therapy, located in the vicinity of their last joint residence.
- C. The Couple undertake to appear before the Marriage Counselor for up to three sessions. The Couple shall share equally in the payments for the sessions with the Marriage Counselor.
- D. The duration of the process of rehabilitation of the marriage is included as part of the aforementioned Period, and shall not extend it even if three sessions with the Marriage Counselor were not held.
- E. The Marriage Counselor shall, no later than 180 days from the Notification Date, deliver a letter to each member of the Couple which will state if the Couple had or had not reached an agreement to rehabilitate the Marriage or alternatively, to its termination.
- F. In the case that an agreement had not been reached by the Couple the letter shall also state if, in the Counselor's opinion, further counseling would assist the Couple in rehabilitating their marriage. In that case, the Period shall be extended by an additional 90 days so that the length of the Period will be 270 days. Clauses C - D of Appendix A shall apply to the additional 90 days.
- G. At the expiration of the Period, the Sender of the Notice may take all actions to exercise the Obligations of the other party included in Clause 5 of this agreement, excluding in the event that a Marriage Counselor was appointed and the Sender of the Notice failed to appear upon a summons by the Marriage Counselor.

Signatures of the Parties on Appendix A

The Man

The Woman

Certification/ Authentication Of The Signatures On The Agreement

I, Attorney/ Rabbinical Court Advocate/Rabbinic Authority (delete the non-applicable title) _____

confirm that on this day: _____ (date), the couple
_____ (man's name) and _____ (woman's name),
appeared before me and were both identified according to their Identification Documents, and declared before me that they read and understood the significance and implications of the content of this agreement, and following such declaration signed the agreement before me.

Date

Signature

*This agreement is also valid when lacking the Certification/ Authentication of the signatures.