



הסכמה
TZOHAR PRENUPTIAL AGREEMENT

INTRODUCTION

The process of Jewish marriage is designed to create a covenant of love and commitment between spouses, which in turn provides the cornerstone necessary for jointly building a healthy family life. The covenant of marriage, therefore, is fundamentally different from a regular commercial partnership. The latter is based on personal interest and is easily dissolved. The covenant of marriage, by contrast, rests upon a deep moral commitment, on the aspiration to realize a common destiny and on the hope of establishing a future generation. For this reason, it is imperative that appropriate action be taken to ensure the stability of this unique bond.

Nevertheless, Jewish law recognizes the sad reality in which couples, for whatever reason, decide to dissolve the marriage. Consequently, Judaism provides for divorce. However, the acknowledgment of this reality also requires the proper preliminary preparation, so that should the marriage not succeed, the couple will separate in a manner that is best for themselves and best for their children. The object of the Tzohar Prenuptial Agreement (“PNA”) is to ensure that during the period of separation preceding the actual termination of the marriage, each spouse will act in a manner that preserves his or her own dignity as well as that of the other spouse.

Those moments before entering into marriage are moments in which the prospective spouses feel and exhibit mutual love, unity, respect and trust in each other. It is these moments that are precisely the right time to sign the PNA – an agreement that may well help the couple to overcome future disagreements in times of crisis.

The couple’s knowledge that even in times of crisis, there exist fundamental common ground and agreements that were achieved at a time when trust and love prevailed, has the potential to ease the psychological and emotional tensions that are liable to arise in the course of married life. The PNA thereby strengthens marital stability, mutual confidence between the spouses and the couple’s commitment to the marriage. May it truly be so.



AGREEMENT

Drawn up in _____ (place)
[Hebrew date] This ____ day of the month of _____, 57____
[Gregorian date] This ____ day of the month of _____, 20____

Between: _____ Id. no. _____ (hereinafter: “the Man”)

And between: _____ Id. no. _____ (hereinafter: “the Woman”)
(jointly hereinafter: “the Couple”)

The Couple have agreed as follows:

1. Notice

A party who wishes to live apart from the other party may send notice for the execution of the obligations of the other party under this Agreement (hereinafter: “Notice”).

- Delivery of Notice:** Notice shall be in writing, and shall be executed by personal delivery, or by registered mail, or by way of substitute service in accordance with Israeli law.
- Date of Notice:** The date of delivery of the aforementioned Notice.
- The person sending the Notice may revoke the Notice and may subsequently resend it, at her/his sole discretion. Revocation of the Notice shall be in writing, and shall be delivered in the same manner as delivery of the Notice.
- After the passage of 180 days from the date of Notice (hereinafter: “the **Period**”), the sender will be entitled to take all action to realize the Obligations of the other party as stated in section 4 below (hereinafter: “the **Obligations**”).
- The sender is entitled to extend the Period. Any extension shall be in writing, and will be included within the ambit of the term “the Period”.

2. Rehabilitation of the Marriage

- A party who has received Notice and is not interested in the termination of the marriage is entitled to request that the marriage be rehabilitated with the aid of an agreed professional counselor (hereinafter: “the **Counselor**”). The Couple undertake to appear before the Counselor three times in the course of the Period.
- The Counselor is authorized to extend the Period in writing on a one-time basis, for an additional 90 days if s/he is of the opinion that so doing may contribute to the rehabilitation of the marriage.
- The Couple hereby expressly agree as follows:
 - Notwithstanding the agreements in this section, the person sending the Notice will be entitled, at the end of the Period, to take all action to implement the Obligation of the other party under this Agreement, unless the sender of the Notice failed to appear three times before the appointed Counselor, despite having been summoned to do so.
 - The period over which attempts are made to rehabilitate the marriage will not extend the Period specified in sections 1(d) and 2(b), and it will be included in that Period, even if the three sessions with the Counselor did not eventuate.

3. Authority to Implement - Optional clause

The Couple hereby agree that in place of the above-said in section 2b, the Counselor will be authorized to extend and defer implementation of section 4 below, at her/his discretion, if s/he is of the opinion that there is a good chance of rehabilitating the marriage, and s/he will be authorized to re-activate the said section.

Signature (initials): _____; _____

4. Obligations

Obligations of the Man

- The Man hereby undertakes, from this time, to make monthly maintenance payments to the Woman as of the date of the marriage and as long as they are married to each other in accordance with Jewish law, in the greater of the following two amounts:
 - 6,000 NIS, linked to the Consumer Price Index from the date of signature of the Agreement.
 - A sum amounting to 50% of his mean monthly (net) income in the 12 months preceding the date of Notice.
- This obligation of the Man (hereinafter: “his **Obligation**” or “the **Man’s Obligation**”) is not dependent upon the income of the Woman from any source whatsoever, and may not be set off against any sums due to him from the Woman.
- Notwithstanding his Obligation, the Man hereby waives, from this time, all rights granted to him by law in any income and property whatsoever of the Woman, including, *inter alia*, from her earnings or profits from her assets, in the period of time in which the Woman is entitled to implementation of his Obligation. Similarly, the Man hereby waives, from this time, any right granted to him by any law to maintenance payments from the Woman from any source whatsoever, lodging and/or specific lodging, all within the framework of the period in which the Woman is entitled to implementation of his Obligation.
- The Man’s Obligation will remain fully valid and effective, despite any claim he may have to exemption, as long as the Couple are married to each other in accordance with Jewish law.
- Notwithstanding the Man’s Obligation, the Woman agrees to be satisfied with maintenance payments and other entitlements at a level that is customary and accepted under the law, from the date of commencement of the marriage and until the expiration of the Period; and similarly, after the expiration of the Period, as long as the Woman expresses, in any manner whatsoever (including by way of conduct) her desire to continue the marriage.
- In order to eliminate all doubt, it is hereby stated explicitly that for the purpose of this section, should the Woman desire the termination of the marriage in accordance with Jewish law, she will not be deemed to desire the continuation of the marital relationship by virtue of the fact that she does not agree to conditions or demands that were raised in relation to other matters.

Obligations of the Woman

- The Woman hereby undertakes, from this time, to make monthly maintenance payments to the Man as of the date of the marriage and as long as they are married to each other in accordance with Jewish law, in the greater of the following two amounts:
 - 6,000 NIS, linked to the Consumer Price Index from the date of signature of the Agreement.
 - A sum amounting to 50% of her mean monthly (net) income in the 12 months preceding the date of Notice.
- This obligation of the Woman (hereinafter: “her **Obligation**” or “the **Woman’s Obligation**”) is not dependent upon the income of the Man from any source whatsoever, and may not be set off against any sums due to her from the Man.
- Notwithstanding her Obligation, the Woman hereby waives, from this time, all rights granted to her by law in any income and property whatsoever of the Man, including, *inter alia*, to maintenance payments from the Man, from any source whatsoever, lodging and/or specific lodging, all within the framework of the period in which the Man is entitled to implementation of her Obligation.
- The Woman’s Obligation will remain fully valid and effective, despite any claim she may have to exemption, as long as the Couple are married to each other in accordance with Jewish law.
- Notwithstanding the Woman’s Obligation, the Man agrees to be satisfied with the maintenance payments – if paid – and other entitlements at a level that is customary and accepted under the law, from the date of commencement of the marriage and until the expiration of the Period; and similarly, after the expiration of the Period, as long as the Man expresses, in any manner whatsoever (including by way of conduct) his desire to continue the marriage.
- In order to eliminate all doubt, it is hereby stated explicitly that for the purpose of this section, should the Man desire the termination of the marriage in accordance with Jewish law, he will not be deemed to desire the continuation of the marital relationship by virtue of the fact that he does not agree to conditions or demands that were raised in relation to other matters.

Signature (initials): _____; _____

5. Arbitration for Implementation of the Agreement

- a. The Couple hereby agree that any dispute or disagreement between them concerning the manner of execution, interpretation or validity of this agreement, or as to whether the conditions specified in this Agreement for the purpose of implementation of the Obligations in section 4 of this Agreement have been met, will be referred to an arbitrator for resolution.
- b. Arbitration pursuant to this section will be governed by the provisions of the Arbitration Law, 5728-1968, and the Regulations thereto, in accordance with **Appendix A** to this Agreement. The fact that one spouse has taken legal action in court will not detract from the competence of the Arbitrator to adjudicate this Agreement.

6. Financial Matters - (Please check the agreed arrangement)

- The Couple have arranged their property relations in a separate document. The Couple have agreed to regulate their property relations in accordance with the law, as specified in **Appendix B**. The division of the marital property in accordance with the provisions of this section shall take place immediately upon the expiration of the Period. The Woman waives her right to the Addition to the Ketubah (*Tosefet Ketubah*).

Signature (initials): _____; _____

Signature (initials): _____; _____

7. Arbitration – Ancillary Matters - Optional clause

- a. The Couple hereby agree that any dispute or disagreement between them regarding the ancillary matters required for the effective termination of the marriage, will be referred to an arbitrator for resolution (subject to all the provisions of this Agreement).
- b. **Ancillary Matters** include: Payment of the Principal Ketubah (*Jkkar haKetubah*); division of property between the Couple; obligation of one party for monetary payment to the other party; all that concerns spousal maintenance (excluding the maintenance payments by virtue of the Obligations of the parties as aforesaid in section 4 and which are within the jurisdiction of the Arbitrator as aforesaid in section 5) and/or child support; a decision as to whether the dispute that is submitted to her/him is within the jurisdiction of the Arbitrator for Ancillary Matters; any other subject on which the Couple agree in advance and in writing (except for custody of children).
- c. Arbitration pursuant to this section will be governed by the provisions of the Arbitration Law, 5728-1968, and the Regulations thereto, in accordance with **Appendix A**.

Signature (initials): _____; _____

8. The Identity of the Professional Counselor or of the Arbitrator; Payment of Fees

- a. In the event that the Couple have not reached agreement on the identity of the Counselor and/or the Arbitrator pursuant to section 5 above and/or the Arbitrator pursuant to section 7 above, within one week from the time that one party requests such appointment, then s/he will be appointed in accordance by one of the following (please check one option):
 - Chairman of the Tzohar Rabbinical Association;
 - President of the Israel Bar Association.
- b. The fees of the Counselor and/or the Arbitrator under section 5 and/or the Arbitrator under section 7 will be paid by both parties in equal amounts.

9. Validity of the Agreement

- a. The Couple hereby agree that if any part of this Agreement should be invalid and/or unenforceable for any reason whatsoever, this shall not affect the validity of other parts of the Agreement, which shall remain fully in force.
- b. Any amendment to this Agreement shall be in writing (and authorized by the competent body in accordance with the law, where required).
- c. The Couple acknowledge, affirm and declare that they have read the Agreement, it has been explained to them and they have understood all its contents, its meaning and its effects, and that they are signing this Agreement of their own free consent, absent any coercion.
- d. It has been explained to the Couple that they are entitled to receive legal advice; in the event that one of them waives this right, it is agreed that the validity of this Agreement shall not be affected thereby, in whole or in part.

10. Halakhic Validity

- a. Should a dispute exist between the decisors of Jewish law with respect to the validity of this Agreement or any of its provisions, the Couple hereby declare their acceptance of the view that accords greater validity to the Agreement and all its provisions (hence it will not be possible to assert the Jewish law mechanism of *kim li*).
- b. In accordance with Jewish law, the Couple hereby acknowledge, affirm and declare that they have performed all the legally effective acts of acquisitions (*kinyan mo-il ka-din*) in connection with each and every section and each and every obligation of this Agreement, in accordance with Torah Law in an Esteemed Rabbinical Court (*bet din hashuv*), with all of the stringencies of the laws of conditions and all the laws of deeds. The Couple have stipulated a reciprocal condition whereby the obligations under this Agreement shall not be annulled in the Sabbatical year.
- c. The Couple hereby declare that they are aware that disputes exist amongst the decisors of Jewish law both with respect to the validity *per se* of this Agreement and with respect to its specific provisions. The parties nevertheless wish to sign this Agreement, and they have no claim whatsoever with regard to the drawing up of this Agreement and/or its signature.

In witness whereof we affix our signatures below (full signature):

The Man

The Woman

Appendix A

- a. Arbitration pursuant to section 5 and/or pursuant to section 7 will be governed by the provisions of the Arbitration Law, 5728-1968, and the Regulations thereto. The signature of the Couple on this section shall constitute signature on a deed of arbitration. Provided that the Couple do not agree otherwise in writing and in advance, the Arbitrators will not be bound by the laws of evidence or of procedure that obtain in the civil or the rabbinical courts; they will not be subject to a time constraint; and the Couple agree to accept the arbitration decision without appeal. The Arbitrator pursuant to section 5 will not be bound by the substantive law – except as stated in this Agreement – and will not be obliged to assign reasons for her/his decisions; the Arbitrator pursuant to section 7, however, will be bound by the substantive law and will be obliged to assign reasons for her/his decisions – albeit in brief – unless the Couple have agreed otherwise in writing and in advance. The Arbitrators will act in the manner that they consider to be the most conducive to the just and speedy resolution of the dispute; they will decide according to the best of their judgment based on the material at their disposal, and they will also be authorized to decide by way of **compromise that approximates the law**. The Arbitrators are hereby authorized to consult with any person or body who or which they deem, at their sole discretion, to be appropriate and relevant for the purpose of rendering their decision.
- b. The duration of the arbitration will not extend the **Period**.

Appendix B

In section 6 of this Agreement, “in accordance with the law” includes, *inter alia*: The Spouses (Property Relations) Law, 5733-1973, and/or its amendments and/or any other section or section that replace or will replace it or add to it; the applicable provisions of the Succession Law, 5725-1965; the authorized interpretation of these laws at the time of the implementation of the agreement. Each one of the Couple undertakes to pay to the other, and the heirs of the other, any payment and grant her/him any right that is entailed by these laws and by their interpretation, and by the provisions of this Agreement.

Signature (initials): _____; _____

Particulars:

The Man

Name: _____

Address: _____

Telephone: _____

E-mail: _____

The Woman

Name: _____

Address: _____

Telephone: _____

E-mail: _____



TZOHAR