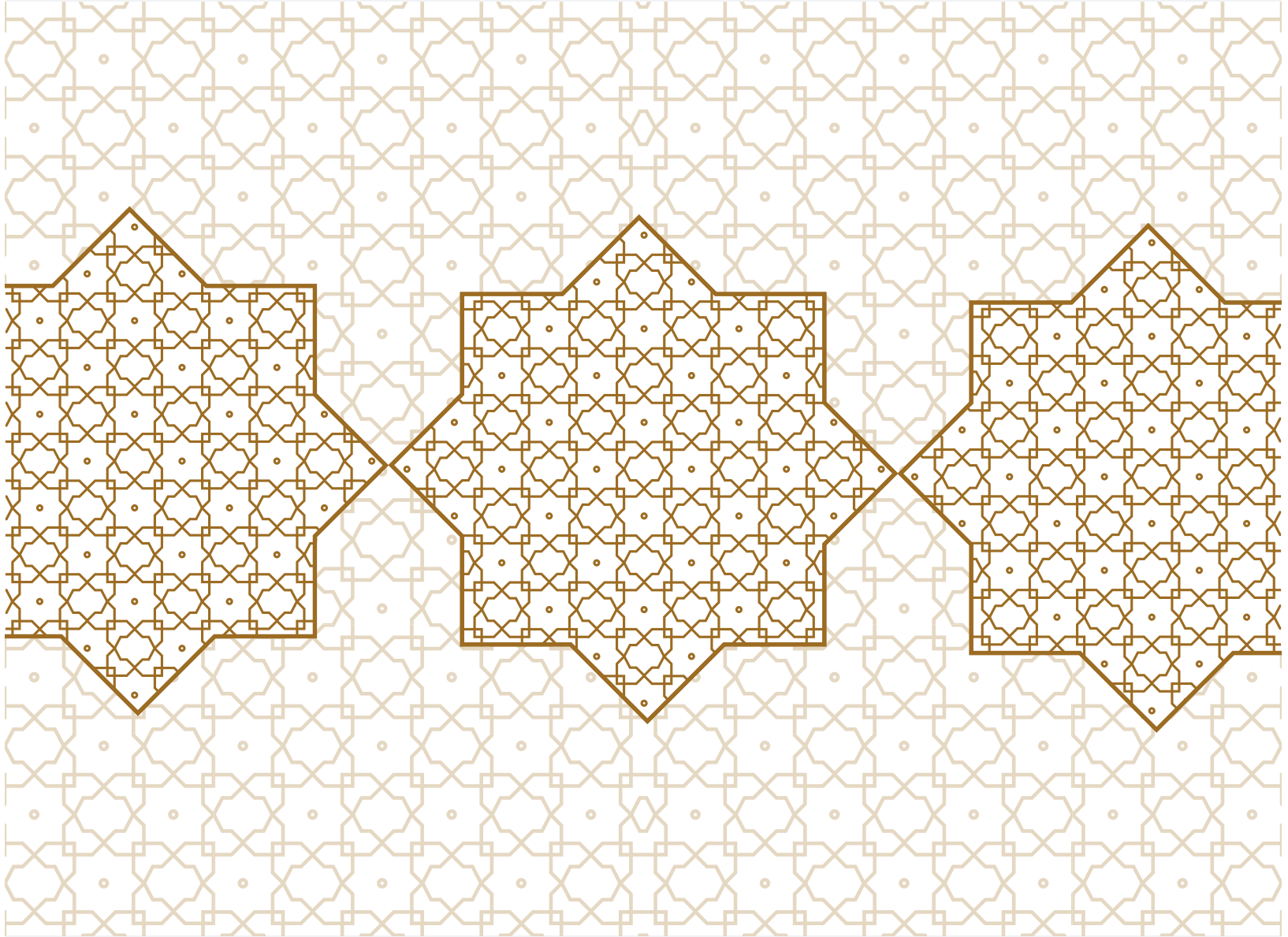




Improvement of Procedures Associated with Marriage Contracts : **Optimal Use of Stipulating Conditions in the Marriage Contracts**



Policy Paper
Jordan 2022



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Background of the Project:

Since 2019, the Information and Research Center (IRC) has been working on the Project concerning optimal use of stipulating terms and conditions in the marriage contracts to promote the rights of both women and men, seeking to enable intending spouses to acquire conditions that ensure the protection of their rights in the contract documents.

As an Initial step, the Arab and Islamic literature and practices on conditions of the marriage contract were reviewed. Along with a comparative study between the Islamic jurisprudence and the Jordanian Personal Status Law that was conducted with respect to the Sharia standards and the legal and administrative regulation of conditions of the marriage contract. Subsequently, qualitative research was conducted, offering in-depth interviews, focus group discussions and, national surveys with the aim of learning about society's perceptions and practices regarding the inclusion of conditions in the marriage contract¹.

IRC cooperated with a consultative committee formed specifically for the purpose of this project. The aforementioned committee was composed of 22 experts in the Islamic Law and civil law and representatives from various official and national departments and civil society institutions.²

In light of the findings of the literature and research, a social media awareness-raising campaign on the importance of conditions in the marriage contract was launched³, and the committee designed an instruction manual to educate intending spouses on the right to stipulate in a marriage contract and importance of such stipulation in preserving the rights of both spouses. The manual also clarifies the most important conditions for the intending spouses, and illustrates the position of Islamic Law and the Jordanian Personal Status Law on the stipulation in the marriage contract.⁴

Having learned about the challenges and obstacles associated with the optimal use of the terms and conditions of the marriage contract, this policy paper was prepared to find legal solutions and clarify the administrative practices associated with the conclusion of marriage contracts in order to protect and promote the rights of women and men in the marriage contract.



Significance:

Intending spouses in Jordan rarely exercise their right to stipulate in the marriage contract, Possibly attributed to their ignorance of the stipulation's importance and legality or to the society's position that heavily influence stipulations where many intending spouses refuse to set conditions in the marriage contract. Findings of the national survey of 2021 clearly demonstrates that only 4% of married men/women included conditions in the marriage contract⁶. Further, the findings show that 34% of female respondents and 41% of male respondents completely unaware of the fact that the Personal Status Law No. 15 of 2019 permits are women and men to acquire conditions in the marriage contract.

This policy paper is significant as it addresses an important social issue that consequently might as result threaten the deterioration of family bonds. Divorce cases heard by sharia courts have increased, and this mainly attributes to the fact that spouses are ignorant about their rights and duties and do not acquire the permissible conditions in marriage contracts. Stipulation in the marriage contract has positive effects on the family's future, longevity, and stability, which guarantees the rights of spouses and reduces the cases of dispute, separation and divorce between spouses in the future. This coincides with findings of the national survey, where 56% of the respondents reported that conditions in marriage contracts reduce future disputes between spouses. Conversely, findings of the qualitative study 2021 indicate many problems and disputes between spouses after marriage, where the rights of most women start to erode, including economic rights. These rights include continued employment, the right to keep and dispose of inheritance and property, the right to complete university education, personal and family rights such as living in a separate matrimonial home, living in a certain area, or visiting her children from a previous marriage, the right to mobility and residence, the right to health and birth planning, etc.

The annual average of marriages during the last five years in Jordan exceeded (70,000) marriages. The number of female marriages in 2021 reached a total of (75,360) marriages, including (8037) marriages for girls under 18, i.e., more than (10%) of the total number of marriages. As for 18-20 year-old girls, the number of marriages reached (13,328)⁷. Providing alternatives and institutional facilities will help these girls retain their rights in the marriage contract, especially their right to complete education after marriage given that they want to pursue their education.



Position of the Islamic Jurisprudence and the Jordanian Personal Status Law:

Upon agreement between jurists that both spouses are permitted to make terms and conditions in the marriage contract. Spouses must comply with their conditions, where Quran says "O believers! Honor your obligations" Al-ma'ida/1), and the Hadith says, "The stipulations most entitled to be abided by are those with which you are given the right to enjoy the (women's) private parts (i.e. the stipulations of the marriage contract)". (an agreed upon Hadith). Additionally, the companion Omar bin Al-Khattab delivered a judgment in favor a woman who stipulated in the marriage contract that her husband does not force her to leave her house, where he ruled that "her condition must be fulfilled".⁸

The Jordanian Personal Status Law No. 15 of 2019 permits spouses to acquire any permissible conditions in the marriage contract. Article 37 of the stated Law regulates and clarifies the conditions made by spouses in the marriage contract, where it provides that "If a condition that is beneficial to either spouse or is not contrary to the marriage purposes is included in the marriage contract, then such conditions shall be observed as follows:

- a.** If a wife makes a condition that serves her legitimate interest and does not prejudice the rights of others; for example, she stipulates that her husband does not force her to leave her country, that he does not take co-wives, that he let her live in a certain country, that he does not prevent her from working outside the house, or that she has the right to divorce herself, such condition is valid. If the husband does not fulfill such a condition, the marriage contract is terminated at the wife's request, and she has the right to claim all her marital rights.
- b.** If a husband makes a condition that serves his legitimate interest and does not prejudice the rights of others; for example, he stipulates that his wife does not work outside the house or that she lives with him in the country where he works, such conditions are valid and binding. If the wife does not fulfill a such condition, the marriage contract is terminated at the husband's request, and a wife may not claim the deferred dowry and the post-divorce waiting period support".

Having reviewed fatwa on stipulations in the marriage contracts issued by the Jordanian Iftaa' Department, it is noticed that Fatwa No. (3443)⁹ confirms that a wife has the right to stipulate that her husband does not force her to leave her place of residence, while Fatwa No. 1988¹⁰ permits a wife to stipulate in the marriage contract that her husband does not take co-wives, and Fatwa No. 95311 confirms that a wife has the right to stipulate in the marriage contract that she completes her postgraduate education at a husband's expense, where a husband is forced to fulfill such a condition.

Additionally, Fatwa No. 366812 confirms that a wife may stipulate in the marriage contract that the marital home is registered in her name and that a husband must fulfill such a condition, and Fatwa (904)¹³ asserts that a husband may stipulate in the marriage contract that his mother lives with him at the marital home, and if such condition is included in the marriage contract, a wife must comply with and fulfill such a condition.


Obstacles faced by intending spouses that preclude the inclusion of conditions in the contract

Findings of the research papers conducted by the task force, the qualitative research and the quantitative survey on the stipulation in the marriage contract, and the conclusions of meetings of the consultative committee formed accordingly show a number of cultural, social, and family obstacles and challenges. Further, some procedural challenges and institutional practices prevent intending spouses from exercising their right to stipulate in the marriage contract, including:

Knowledge, perceptions and practices

Table (1): opinions of male and female respondents on permissibility of making the following stipulations

Stipulation:	Gender	Permissible
A wife stipulates that she has the right to divorce herself	Male	14%
	Female	24%
A wife stipulates that a husband does not take co-wives	Male	16%
	Female	30%
A wife stipulates that husband does not force her to leave he rcountry	Male	36%
	Female	50%
A husband stipulates that a wife lives with him in a certain country	Male	74%
	Female	77%
A husband stipulates that w a wife does not work outside house	Male	61%
	Female	60%
A wife stipulates that she lives in a house she chooses.	Male	35%
	Female	57%
A wife stipulates that a husband does not prevent her from working	Male	68%
	Female	83%
A wife stipulates that a husband does not prevent her from completion of her education	Male	79%
	Female	88%



It is difficult for intending spouses to acquire stipulations in the marriage contract owing to complex difficulties and challenges, the most important of which is the lack of knowledge that the jurisprudence and the law permit stipulation. Upon questioning those stipulations that are viewed as “controversial” by the society, their levels of knowledge dropped dramatically, though such stipulations are permissible under sharia and the law. Table (1) shows opinions of male and female respondents on permissibility of making stipulations in the marriage contract.

As for society’s perceptions about stipulation, findings of the study showed that the family members, especially males, specify details of a girl’s marriage contract and request that she should not set any of the conditions in the marriage contract.

Moreover, the findings show that society does not recognize many women’s rights associated with marriage. Thus, it is vital to discuss and agree on such conditions during the engagement and include them in the marriage contract. This might increase the women’s participation in the social, cultural, political, and economic domains.

Regarding the community practices on marriage, many families want to get the marriage contract notarized promptly so that a fiancé and a fiancée can get to know each other freely. Findings of the study show that such practices deprive the betrothed of discussing affairs of their future life and of including any stipulations in the marriage contract. The official statistics show that the number of minor irrevocable divorces (divorce before consummation of marriage) in 2021 was 6848 out of 20416 cumulative divorces¹⁴. These numbers emphasize the fact that the betrothed should not hasten to get the marriage contract notarized before discussing and agreeing on affairs of their future life.

ii. Marriage contract document/ certificate

The conclusion of the marriage contract in Jordan goes through three stages:

- 1.** The betrothed submit an application containing their personal information accompanied by ID cards of the betrothed, the guardian, and witnesses if a marriage contract is made in the court, the medical examination, and betrotheds’ family booklets.
- 2.** Betrotheds’ report on their marriage contract is prepared. Such report contains the information listed in the application, and it is binding upon betrotheds thereafter, provided that such report cannot be registered except in presence of betrotheds, the guardian, and witnesses.
- 3.** The marriage contract “marriage certificate” approved by the Supreme Judge Department, as shown in figure 1, is signed, and each spouse receives a copy of such a certificate. An original copy of such a contract is kept at the Supreme Judge Department.

(Figure 1: marriage contract document/ certificate currently effective)

الشكل (أ): وثيقة/ قسيمة عقد الزواج المعمول بها حالياً

الجمهورية العربية السورية
وزارة العدل
مكتب التسجيل

تاريخ العقد: / /

عقد زواج

الاسم	الأب	الجنس	العائلة	الأم	مكان الولادة وتاريخها	مكان الإقامة	الجنسية	الديانة	الحالة الاجتماعية	ال مهنة	الرقم الوطني
الزوج											
الزوجة											

مستند التحقق من السن وعدم الزواج

المقبل
المؤجل

كيسة طهح المسهر
الحالة الاجتماعية
المستورط

الشهود: الشهود شرعاً وعقلاً
مواطنة الولي أو إبان المحكمة
سيدة العفصة

أنا: (عقود الزواج) بـ

وقعت في اليوم من شهر عام هجري الموافق لليوم من شهر عام ميلادي

الاسم	الاسم	الاسم	الاسم	الاسم	الاسم	الاسم	الاسم
شاهد	شاهد	الزوج أو وكيله	الزوجة أو وكيلها	الولي الشرعي	الأول	تسليم القاضي	مباركي
التوقيع	التوقيع	التوقيع	التوقيع	التوقيع	التوقيع	التوقيع	التوقيع

The marriage contract form currently effective in the Kingdom consists of a brief single page.

It contains information of a wife and a husband, advanced dowry and deferred dowry and payment method, the stipulations spouses want to acquire, signatures of spouses, witnesses, the guardian and marriage registrar, and the judge's ratification.

1. According to the findings of the national survey the stipulation column in the vast majority of the marriage contracts was left empty, where only 4% of respondents listed stipulations . Most betrotheds were unaware of the nature and impact of stipulations that they could include in the marriage contract. The said three certificates do not contain forms of the stipulations provided for in article 37 that may be made by spouses.
2. Marriage contracts are still written by hand, and they are not electronically achieved. In 2020, the Supreme Judge Department facilitated the process for the intending spouses, where it permitted them to log in to the website and fill out the "marriage contract application"¹⁵, which contains personal information of the betrotheds and the guardian. However, the final marriage certificate is still filled out and archived manually.
3. Furthermore, the findings also show that the competent authorities do not provide the availability to the intending spouses to any instruction manuals or simplified explanations that clarify their rights and duties during the process of submitting a marriage application or filling out marriage certificates in the preparatory stage, and thus the stipulation and its impact on their marital life in the future.



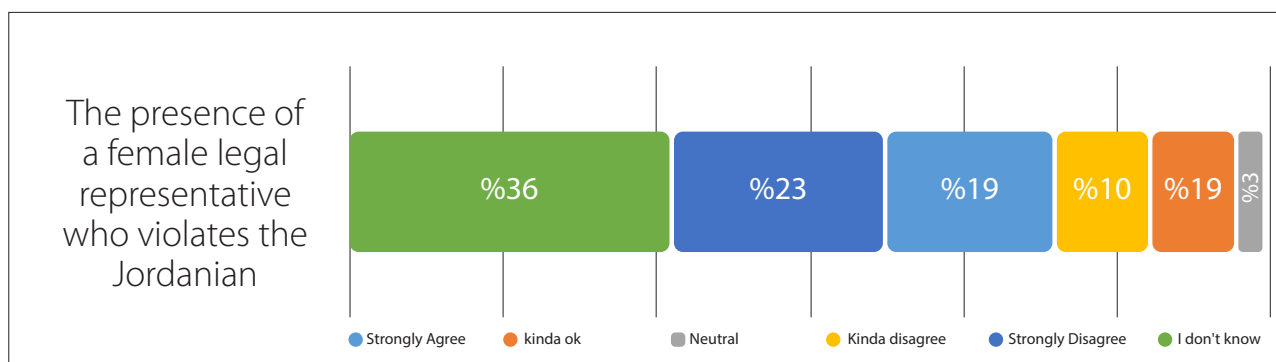
iii. Role of Marriage Registrar

Article 36 of the Jordanian Personal Status Law provides that “the personal status judge, or his delegate, shall notarize the marriage contract. The marriage registrars shall be appointed and their affairs shall be regulated in accordance with the instructions issued by the Supreme Judge”. Such instructions regulate how marriage registrars are appointed and regulate the requirements for such appointments and academic qualifications¹⁶. Article 3/c of the said Instructions provides that “a marriage registrar shall have a bachelor’s degree from a sharia department of a recognized university, a diploma from a community college or an institute that delivers one-year course after the high school or a high school certificate”. Hence, a marriage registrar may be appointed if he has a high school certificate or a community college diploma.

The Instructions do not provide that a marriage registrar is required to ask betrothed if either of them wants to include any stipulations in the marriage contract. The administrative practices associated with marriage contracts do not give the marriage registrar sufficient time to explain to the betrothed the rights and duties of spouses and their right to include stipulations and consequences of such stipulations.

Findings of the National Survey 2021 “Respondents’ Knowledge and Perceptions of Role of Marriage Registrars” show that 21% of respondents reported that they did not know that the marriage registrar is required to ask the engaged couples if they want to include stipulations in the marriage contract. With respect to the respondents’ perceptions, as shown in table 2, of a female marriage registrar, 36% of respondents confirmed that there is no legal impediment to practicing such a profession by females, while 29% of them agreed that practice of such a profession by females violates the Jordanian Law.

Figure 2: Respondents' Perceptions of Marriage Contracts

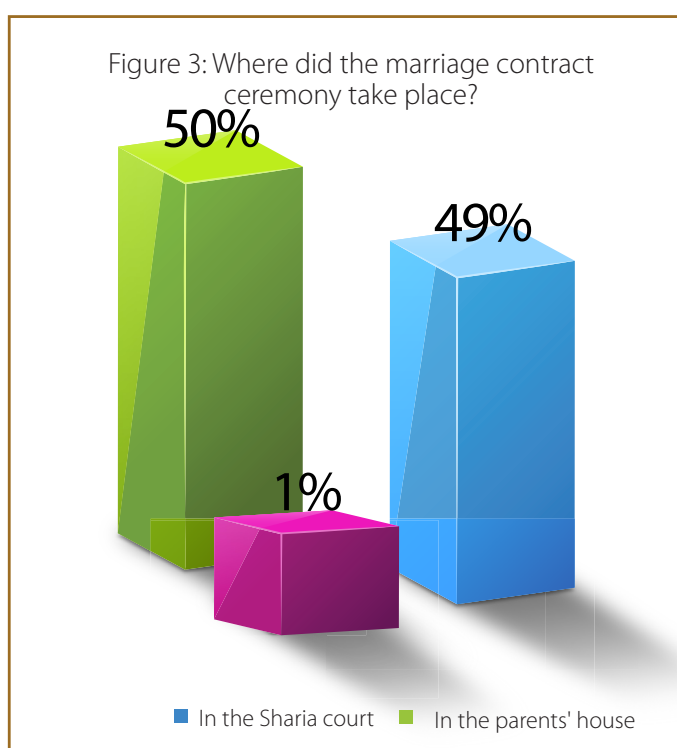


Where a contract is written

According to the findings of the survey, half of marriage contracts in Jordan were made in the family's house as shown in figure (3). It should be mentioned that ceremonies of concluding a marriage contract in a fiancée's house might prevent the engaged couples from including their stipulations in the marriage contract.

The marriage contract is usually written by the marriage registrar in a small ceremony in presence of the invitees from the engaged couples' family members, relatives, and friends. Men gather separately and determine details of the contract, including the advance and deferred dowries, and make the decision on stipulation in absence of a fiancée. After a contract is signed by a fiancé, they permit a fiancée to come and sign the contract. Then, the details of the contract are announced. It is difficult for both a fiancé and a fiancée to include their stipulations in the contract in presence of the invitees. Even if they want to include some stipulations, they refrain from doing so for the avoidance of embarrassment.

On the other hand, the sharia courts are mostly overcrowded and of a confined space. A sharia court usually consists of offices for sharia judges, employees, administrative officers and technicians and an overcrowded waiting hall. This violates privacy of the engaged couples and the sharia judge or the marriage registrar.





Legislative and institutional alternatives that promote the optimal inclusion of stipulations in the marriage contract

i. Legal route

Marriage and divorce have a significant impact on women's rights provided for under the Jordanian Personal Status Law, which is derived from Islamic law and jurisprudence. Introducing rights of both spouses without discrimination is one of the basic principles advocated by Islam. The development of legislation constitutes an opportunity for women as a mechanism to promote and preserve their rights. Based on this, the spouses remain completely free to determine their rights and duties through the conditions that can be included in the contract. The failure to respect and comply with the conditions incorporated in the contract is considered a breach of the marriage contract, where and the injured party has the right rescind the contract and demand a divorce¹⁷. For administration of justice, it may not be sufficient for the injured party to demand divorce only; rather he/she must have the right to claim compensation that is decided by the court.

Dispute over marital property is one of the major problems faced by spouses after marriage, especially if the wife contributes to the family's expense from her own money or income. In many cases the husband registers the proceeds of her investment in his name, especially homes and real estate.

This issue imposes great burdens on women, especially after divorce or the death of the husband. Reports indicate that poverty has reached its peak in case of families headed by women due to low economic participation of Jordanian women, which does not exceed 14%, despite the fact that Article (320) of the Jordanian Status Law provides that "each spouse has a financial liability independent of the other". The said article only confirms the independent financial liability. However, no provision in the Law provides how the financial liability of each spouse is independent when a marriage contract is concluded, and how it is invested after marriage. It is to be noticed that the family and personal status laws of Arab countries have addressed this issue, for example:

- The Emirati Federal Law On Personal Status addresses this issue in article 62/1, which provides that “Any woman who has reached the age of maturity is free to dispose her property and the husband may not without her consent dispose thereof; each one of them has independent financial assets. If one of the two shares in developing a property, building a dwelling place, he or she may claim his or her share therein upon divorce or death”¹⁸.
- Moroccan Family Code addresses the spouses’ independent financial liability in article 49, which provides that “Each of the two spouses has an estate separate from the other. However, the two spouses may, under the framework of the management of assets to be acquired during the marriage, agree on their investment and distribution. This agreement is indicated in a written document separate from the marriage contract. The notaries public inform the two parties of these provisions at the time of the marriage. In the absence of such an agreement, recourse is made to general standards of evidence, while taking into consideration the work of each spouse, the efforts made as well as the responsibilities assumed in the development of the family assets”¹⁹.
- Algerian Family Law addresses the spouses’ independent financial liability in article 73, which provides that “Each spouse retains his/her own financial liability, provided that they may agree in to hold their new property in common or determine their respective shares through stipulations in the marriage contract or a separate document”²⁰.

In 1998, Tunisia issued the Law on Joint Property Regime, where spouses can opt for the joint property or the separation of property regimes at the time of celebration of their marriage or after the celebration²¹. This regime aims to make a real estate or a number of real estate common properties between spouses if they have been acquired by the family. Article 7 of the Law orders the civil servant, who is assigned to write the marriage contract, to remind both parties of this law and the provisions contained therein.

- Article 10 of the Law provides that “The real estate acquired after marriage or after concluding a participation contract shall be considered common between the spouses, unless ownership is transferred to one of them by way of inheritance, gift or will, provided that it is intended for the use or interest of the family, whether the use is continuous, seasonal or accidental”.

The law details aspects of joint property, how joint property is managed and disposed of, and termination of joint property and provides for addressing such aspects.

Contract document and administrative documents

This policy paper suggests two methods that enhance the optimal use of stipulations in the contract document and the associated administrative documents, namely:

1. Detailed stipulations that either spouses can choose are incorporated in the standard marriage contract document/certificate.

Article 37 of the Jordanian Personal Status Law provides for 7 conditions that either spouse can make in the contract document. The consultative committee developed a list of conditions, as shown in table 2, and such conditions constitute priority for intending spouses and are consistent with the Personal Status Law and the provisions of the Islamic Law. The list contains 21 conditions that are important for family stability and reduction of family disputes that might result in divorce.

1. Similar to the introductory documents (application document, and Betrotheds' report document), a guidance document containing a list of priority conditions (21 conditions), as shown in table 2, were developed so that the fiancé and fiancée have the option to choose the conditions that suit their marital circumstances, ensuring that intending spouses have access to such guidance document.

Table 2: list of priority conditions for both betrotheds

#	Condition	#	Condition
1	A wife stipulates that her husband does not force her to leave her place of residence (town, governorate or city)	12	A wife stipulates that her husband pays her a maintenance other than the support provided under the law (for example, a non-working wife stipulates that her husband registers her with the Social Security Corporation).
2	A wife stipulates that her husband does not take co-wives	13	A wife stipulates that the house she contributes to its expenses is registered in names of both of them.
3	A wife or husband stipulates that she lives in a certain place (town, governorate or city)	14	A husband and a wife stipulate that the other party discloses any infectious or psychiatric diseases.
4	A wife stipulates that she has the right to work	15	A wife or a husband stipulates that the other party does not drink alcoholic beverages or use psychotropic substances or both.
5	A wife stipulates that she has the right to divorce herself.	16	A wife stipulates that her husband provides a female servant to do the housework.
6	A husband stipulates that a wife does not work.	17	A husband stipulates that his parents live in the marital home.
7	A husband stipulates that a wife lives with him in the city where he works.	18	A wife stipulates that she work in a certain place (town, governorate or city)
8	A wife stipulates that she completes education to the highest degree.	19	A wife stipulates that she has the right to dispose or her own salary and property.
9	A wife stipulates that she lives in a separate marital home.	20	A husband stipulates that a wife wears hijab.
10	A husband or a wife who has children from previous marriage stipulates that children live with them in the marital home.	21	A wife stipulates that she wears hijab.
11	A wife who has children from a previous marriage stipulates that she communicates with and visits them.		



iii. Role of Marriage Registrar

The applicable Instructions on Regulation of Activities of Marriage Registrars permit appointment of those who have the high school certificates or community college diplomas. As a result, a marriage registrar may be unfamiliar with the legal and jurisprudential standards for stipulation and how stipulations are included in the contract. The methods that allow the optimal use of the conditions by the marriage registrars include:

- 1.** A gradual plan is developed in the future so that only those who have at least a Bachelor's degree from a sharia department of a recognized university can be appointed as marriage registrars.
- 2.** Intensive trainings on spouses' rights and duties should be delivered to all marriage registrars so that they are able to educate intending spouses about inclusion of stipulations in the marriage contract and consequences of such stipulations.
- 3.** An instruction manual on the best practices for concluding the marriage contracts should be developed, where such practices should be observed by all marriage registrars.
- 4.** Before making the marriage contract, a marriage registrar informs the engaged couples of the option of including stipulations in the marriage contract, giving illustrative examples and explaining consequences of such stipulations. Standard words should be used in this context to be observed by all marriage registrars.

iv. Rights and duties of intending spouses

A marriage contract is a bond between a man and a woman to create a family. In order to maintain this bond, the rights and duties of intending spouses should be clarified before concluding the marriage contract, as the current methods for concluding the contract do not directly clarify such rights and duties. This policy paper proposes that this method is improved by developing an instruction manual on the conditions in the marriage contract for the intending spouses. The manual should be drafted in a simplified and clear language that focuses on the importance of the conditions and the position of Sharia on such conditions. It should include a list of priority conditions and other advice to be benefited from before concluding the contract. It is to be noticed that the said manual was developed by the Consultative Committee of this project.

v. Signing the marriage contract

Community perceptions and practices are among the most important obstacles that prevent the inclusion of conditions in the contract document. The current practices for signing the contract are very complicated, violate the engaged couples' privacy, and do not allow them to use the conditions conveniently. As explained earlier, half of married respondents conducted the ceremonies of conclusion of the marriage contract in fiancées' houses. Jordanian society considers this practice has moral importance and



a positive impact on the fiancée and her family. To find acceptable alternatives to this practice, this paper proposes that:

1. All engaged couples of different ages should visit the sharia court before making the marriage contract. The court should prepare a suitable and private place to discuss with the engaged couples rights and duties of both parties and agree on the contract's clauses and requirements in presence of an expert from the sharia court. The instruction manual for intending couples designed for this purpose should be shared with the engaged couples.

It should be mentioned that the Supreme Judge Department has started since 2019 to oblige the intending spouses who are under 18 to engage in a course for rehabilitation of intending spouses. This course is deemed to be a new requirement for permission of marriage, in accordance with article 8 of the Instructions on Permission of Marriage to those who are above 15 and under 18 years of age 22 of 201722.


2. At the time of concluding the marriage contract at the court or the fiancée's house, the engaged couples' family members and the marriage registrar should main a sort of privacy to determine the dowry and to figure out if either spouse wants to include some stipulations in the marriage contract without disclosing such conditions to the invitees.

Recommendations

In terms of legislation:

i. Amendment

- Article 37/a, which provides that "If a wife makes a condition that serves her legitimate interest and does not prejudice rights of others; for example, she stipulates that her husband does not force her to leave her country, that he does not take co-wives, that he lets her live in a certain country, that he does not prevent her from working outside house, or that she has the right to divorce herself, such condition is valid. If the husband does not fulfill such condition, the marriage contract is terminated at the wife's request, and she has the right to claim all her marital rights" should be amended and the following sentence should be added to the end of article "and she has the right to demand a compensation for any pecuniary damage to be determined by the judge according to a report prepared by two experts". This is since granting her right to divorce and the rights arising from the marriage contract may not be sufficient to do justice for her.
- Article 37/b, which provides that "If a husband makes a condition that serves his legitimate interest and does not prejudice rights of others; for example, he stipulates that his wife does not work outside the house or that she lives with him in the country where he works, such conditions are valid and binding. If the wife does not fulfill such



conditions, the marriage contract is terminated at the husband's request, and a wife may not claim the deferred dowry and the post-divorce waiting period support", should be amended the following sentence should be added to the end of article "and he has the right to demand a compensation for any pecuniary damage to be determined by the judge according to a report prepared by two experts". This is since granting him the right to divorce and the rights arising from the marriage contract may not be sufficient to do justice for him.

- Article 37/c, which provides that "If the contract is restricted by a condition that contradicts its intentions or allows acts prohibited by law, for example, a spouse stipulates that they do not cohabit with the other party, or they drink alcohol, or that the other party does not visit one of his parents, then condition is void and the contract is valid." The paper recommends that the condition should be amended as follows: "If the condition is invalid, the condition and the contract become invalid before consummation of marriage, and the condition becomes invalid and the contract is valid after consummation of marriage."

ii. Article 320 of the Jordanian Personal Status Law, which provides that "each spouse has a financial liability independent of the other", should be amended to become "Each spouse has independent financial liability to be specified in a separate agreement. If one of the two participates with the other in developing and acquiring a property during marriage, he/she may claim from the other party his/her share therein upon divorce or death".

iii. Article 3/c of the Instructions on Regulation of Activities of Marriage Registrars of 1990 issued under the Personal Status Law regarding the academic qualifications of the marriage registrars should be amended so that the academic qualification should be at least a bachelor degree attained from a sharia department of a recognized university.

In terms of procedures and practices:

- i.** The Supreme Judge Department should start to appoint female sharia judges and marriage registers, where no impediment under sharia or the law prevents females from practicing this profession.
- ii.** The Supreme Judge Department should adjust the contract marriage certificate and the supplementary documents so that such certificate and documents contain the 21 priority stipulations listed in table 2, where a spouse can choose any of them when a marriage contract is made.
- iii.** The Supreme Judge Department should adopt and institutionalize the instruction manual for intending spouses, which was prepared by the project consultative committee. It should be ensured that the instruction manual contributes to establish understanding and agreement between betrothed before a marriage contract is concluded.
- iv.** An instruction manual on the best practices for concluding the marriage contracts should be developed, where such practices should be observed by all marriage registrars.

- v.** The Supreme Judge Department should require all engaged couples to visit the sharia court or a relevant institution, approved by the Department for this purpose, before making the marriage contract. The court should prepare a suitable and private place and should cause an expert to familiarize the engaged couples with their rights and duties and the stipulations and their consequences. The instruction manual for intending spouses designed for this purpose should be made available to the intending spouses.
- vii.** Marriage contracts should be electronically computerized, so that national institutions and research centers can obtain information about marriage contracts and the practices of married couples regarding the inclusion of conditions.

Marriage contracts should be electronically made by the sharia judge or the marriage registrar. It should be noted that the e-marriage contracts are used in several Arab and Islamic countries.

In terms of society, family and young people

- i.** A chapter on the marriage contract and the conditions associated with it should be incorporated in one of the subjects at public and private universities, such as: Islamic education, an Islamic system, contemporary issues or human rights.
- ii.** A chapter on the marriage contract and the conditions associated with it should be incorporated in the subject of Islamic Education in the private and public schools.
- iii.** Seminars and workshops for young people should be conducted in Jordanian universities and civil society organizations, where young people are familiarized with the rights and duties of spouses in the marriage, and the instruction manual for intending spouses should be disseminated.

Table 3: Members of the Consultative Committee on the Project of Stipulations in Marriage Contracts (listed in an alphabetical order)

	Name	Institution
1	Prof/Dr. Ahmad Yasin Qaraleh	Dean of the Department of Sharia / Al al-Bayt University
2	Mrs. Areej Halabia	Member of Y-Peer the Youth Peer Education Network-Jordan
3	Mrs. Badia Qbeilat	Advocacy and Partner Capacity Building Coordinator/ Higher Population Council
4	Dr. Brelnt Muhammed Salgreova	Professor of Islamic Jurisprudence / World Islamic Sciences & Education University
5	Prof/Dr. Hayel Daoud	Professor of Islamic Jurisprudence/ University of Jordan

6	Mrs. Hadil Abd Al-Aziz	Director of the Justice Center for Legal Aid
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Sources

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