# 83-AD.

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Para 86(7) PD 2024

## Agreement for Binding Family Neutral Evaluation

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

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| --- | --- |
| Originating Application  No. FC/OA [number]/[year]  Sub Case No. [number]/[year][[1]](#footnote-2) | Between  [Applicant’s name]  [ID No.]  … Applicant(s)  And  [Respondent’s name]  [ID No.]  … Respondent(s) |

**AGREEMENT FOR BINDING FAMILY NEUTRAL EVALUATION**

1. We confirm that we have been fully advised by our respective lawyers on the procedure and nature of the Family Neutral Evaluation process and we understand that the default position is that it would be non-binding.
2. However, in the interests of resolving the disputes between us amicably and without any further escalation of costs, we hereby confirm and agree to all the following:
3. that the Family Neutral Evaluation (“FNE”) on the matters set out below shall be final and binding on us:

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|  | Division of the Matrimonial Home: *To provide details*. |
|  | Division of Other Matrimonial Assets (other than Matrimonial Home) |
|  | Spousal Maintenance for: *To provide details of wife/incapacitated husband.* |
|  | Maintenance for Child(ren): *To provide details of the Child(ren).* |

1. that we have filed our ancillary affidavits and will provide all facts and circumstances, information and documents relevant and/or material for the binding evaluation of the above matters;
2. that we will participate in the FNE in good faith and abide by the Guidelines on Family Neutral Evaluation issued by the Family Justice Courts, and
3. at the end of the FNE, we shall forthwith submit a draft consent order to the court for its approval to give effect to the written binding evaluation of the Evaluator (“Binding Evaluation”).
4. We acknowledge and agree that if any party is in default of his/her obligations under paragraph 2(d) above (“defaulting party”), the other party (“non-defaulting party") may at the appropriate juncture make submissions to the court for costs to be awarded against the defaulting party. We understand that the court has full discretion to make any cost orders as it deems fit.
5. We further confirm and agree that all communications made and all documents and materials prepared, submitted and/or exchanged in the course of and for the FNE shall be confidential and on a without prejudice basis except for the following:
6. this Agreement and the Binding Evaluation;
7. the consent orders of court;
8. directions given by the Evaluator/Judge after the conclusion of the FNE for the purpose of case management (including directions for the filing and exchange of affidavits), and
9. documents and materials prepared, submitted and/or exchanged in the course of and for the FNE that would in any event have been discoverable in other proceedings.

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| Signed by: |  | Signed by: | |
|  |  |  | |
| Name of Applicant: Enter name here. | | Name of Respondent: Enter name here. | |
| Date: Enter date here. |  | Date: | Enter date here. |

1. To insert sub-case details if relevant. [↑](#footnote-ref-2)