Photojournalists’ Social and Economic Rights in Lebanon

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Executive Summary

“While a journalist will use their pen and paper to tell stories, a photojournalist will use their camera to capture the visual representation of a story.”

Photojournalists have a crucial duty to capture and report on events, but this duty comes with significant responsibilities, consequences, risks, and dangers. International instruments, including conventions such as the International Covenant on Economic, Social and Cultural Rights (ICESCR), the International Labor Organization (ILO) Conventions, the International Convention on the Safety and Independence of Journalists and Other Media Professionals, the United Nations Plan of Action on the Safety of Journalists and the Issue of Impunity, and the third edition of the Guidebook on the Safety of Journalists (2020), recognize the importance of protecting the safety and independence of photojournalists.

Despite these international efforts, photojournalists in Lebanon face difficult working conditions, with frequent exposure to traumatic events that can threaten their mental and physical wellbeing. Attacks on photojournalists are so common in Lebanon that many consider them to be a normal part of their job. Photojournalists Rita Kabalan, Makram Al-Halabi, Joe Bejjany, and Hasan Shaaban, among many others, were attacked recently.

This study aims to investigate the legal and customary grounds that regulate the work of photojournalists in Lebanon, including both freelancers and employees, and both Lebanese and foreign nationals working in the country. The objective is to understand the level of provision of their social and economic rights.

The study has two main objectives: first, to identify violations of photojournalists’ socio-economic rights, and second, to develop an action plan to ensure legal protection and guarantee of these rights.

The study addresses four key research questions:

1. What are the social and economic rights of photojournalists in Lebanon?
2. To what extent are these rights currently provided?
3. What are the main challenges faced by photojournalists and their Syndicate?
4. What recommendations can be made to enhance the legal framework for photojournalists in Lebanon?

3 Idem.
To answer these research questions, a mixed data collection approach was used, combining both qualitative and quantitative data. A total of 19 interviews were conducted with photojournalists working in Lebanon, using the same questionnaire, and led by the Samir Kassir Foundation (SKF) team.

One of the most significant findings from these interviews is that some photojournalists who work as employees are not allowed to work as freelancers due to exclusive agreements with their employers. Additionally, some full-time employees do not have the time to take on freelance work.

Furthermore, some respondents reported that photographers are not receiving the same salary adjustments as other journalists in media institutions, which has led to a disparity in pay.

Out of the 19 respondents, only seven reported receiving payment in United States dollars (USD), while the majority (63%) received payment in Lebanese pounds (LBP), or a combination of both currencies at a certain rate.

The study also found that 60% of respondents use their personal equipment while working. Given that protective gear such as helmets and anti-bullet vests are expensive in Lebanon, most photojournalists do not use such equipment for their safety during their coverage. Only two respondents reported receiving a safety kit from their institution.

Furthermore, 42% of respondents do not have private insurance, which is concerning given the risks and dangers that photojournalists face in their work.

During the interviews, one respondent emphasized the need to protect the dignity of photojournalists who have dedicated years to their work. They suggested providing social security and retirement benefits for photojournalists who have given their wholehearted effort to their institutions. The respondent also pointed out that photojournalists often work in multiple roles, such as technicians of light and sound, drivers, and equipment carriers, and may be unable to continue working due to physical injuries.

According to the study, 68% of the respondents reported experiencing discrimination in their work. Of the Lebanese respondents, 73% reported experiencing discrimination, with seven citing sectarian and regional discrimination and one reporting discrimination by a state authority. Among foreign respondents, 50% reported experiencing discrimination, with one citing a state authority as the perpetrator.

Additionally, 40% of respondents reported not having a written contract with their employer or client. Of the nine who reported having a written contract, eight mentioned not having a copy of it. One respondent who did not have a written contract explained that they were afraid of being dismissed and left jobless, feeling constantly threatened and unable to demand more.

The study highlighted the crucial role that photojournalists play in the media industry, with the majority of respondents acknowledging their importance. However, one respondent noted during an
interview that despite the reliance on photo and video visuals, photographers are often the weakest link and are blamed for any errors or mistakes. Two other respondents echoed this sentiment.

One major issue that the Photojournalists’ Syndicate faces is that its internal regulation is outdated (from 1994) and there are no professional regulations for photojournalists.

In response to the question of whether the Syndicate plays a major role in protecting photojournalists’ rights in Lebanon, 58% of the respondents answered “No”. Many of those who said “No” explained that the issue is not with the Syndicate itself, but with the government in general, its corrupt system, and the fact that the authorities do not allow the Syndicate to do its work.
Introduction

1. Context and Literature Review

A photojournalist’s main duty is to capture the visual representation of a story, while a journalist uses pen and paper to tell it. However, this duty comes with responsibilities, consequences, risks, and dangers that threaten photojournalists’ physical and mental health, especially when working on sensitive, courageous, or truth-revealing topics. This is the working environment that they encounter worldwide.

This report focuses on the social and economic rights of photojournalists in Lebanon, as explained in the following paragraph. This topic is covered by various international instruments and conventions of great significance, which are divided into five main categories:

<table>
<thead>
<tr>
<th>Category</th>
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<tr>
<td>The International Covenant on Economic, Social and Cultural Rights (ICESCR)</td>
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<tr>
<td>The United Nations (UN) Plan of Action on the Safety of Journalists and the Issue of Impunity</td>
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<td>The Guidebook on the Safety of Journalists (2020)</td>
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Figure 1. International instruments

The International Covenant on Economic, Social and Cultural Rights (ICESCR)

The ICESCR was adopted by the United Nations General Assembly on December 16, 1966, and entered into force on January 3, 1976. Lebanon is among the 164 states that have ratified the ICESCR, a multilateral treaty that ensures the enjoyment of social, economic and cultural rights. These rights include the right to work, the right to a fair wage and safe working conditions, the right to social security, and intellectual freedom and property rights. This report examines how these rights apply to photojournalists in Lebanon.

The International Labor Organization (ILO) Conventions

“The ILO Conventions cover a wide area of social and labor issues including basic human rights, minimum wages, industrial relations, employment policy, social dialogue, social security and other issues.”

Lebanon has ratified 51 out of 190 conventions, with 42 currently in force. These include seven out of 10 fundamental conventions, two out of four governance conventions (priority), and 42 out of 176 technical conventions.

Although there is no international legal instrument tailored specifically for photojournalists and their safety during work, the international community recognizes the importance of protecting and regulating the work of journalists, including photojournalists.

The International Convention on the Safety and Independence of Journalists and Other Media Professionals

To date, this international instrument remains a draft. “The purpose of the Convention is to promote, protect and ensure the safety of journalists and other media professionals in times of peace and during armed conflict, and to safeguard their ability to exercise their profession freely and independently in an enabling environment, without facing harassment, intimidation or attacks against their physical integrity.”

This convention would include photojournalists as per its Article 2 - Use of Terms:

“For the purposes of the present Convention, the terms “journalist” and “media professional” apply to persons who are regularly or professionally engaged in the collection, processing and dissemination of information to the public via any means of mass communication, including cameramen and photographers, technical supporting staff, drivers and interpreters, editors, translators, publishers, broadcasters, printers and distributors.”

In addition to this draft, efforts were put in the purpose of criminalizing attacks on journalists. “Various UN bodies have also adopted relevant resolutions. In 2006 and 2015 the Security Council adopted two resolutions respectively calling for an end to intentional attacks against journalists in situations of armed conflict and urging states to comply with the relevant obligations under international law to end impunity and to prosecute those responsible for serious violations of humanitarian law.”

The United Nations (UN) Plan of Action on the Safety of Journalists and the Issue of Impunity

This Plan of Action was established in 2012 with the aim of creating a free and safe environment for journalists and media workers, and to strengthen peace, democracy, and sustainable development. The plan outlines actions of prevention, protection, and prosecution.

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7 Check Annex 2 for the list of the 42 conventions.
8 The document was part of the discussions on September, 28 2019, at a breakfast roundtable discussion on “The combating of harassment and abuse of journalists: Seeking new rules of engagement” at Media24, 69 Kingsway, Auckland Park, Johannesburg.
The Guidebook on the Safety of Journalists (2020)

In 2020, the Office of the Representative on Freedom of the Media published the third edition of the Safety of Journalists Guidebook, following the publication of the second edition in 2014. Despite the guidebook’s efforts, the environment for journalists and other media actors has remained difficult and dangerous. To address the issue of journalists’ safety, the Human Rights Council adopted a resolution\(^\text{11}\) on October 13, 2022.

It is important to note that the level of danger encountered by photojournalists differs from country to country and region to region. In recent years, violations of freedom of expression have been highlighted in the MENA region, particularly due to the influence of dictatorship, whether it is an apparent political system or an under-the-shadows dictator system covered by “democracy.”

**Major Violations**

“Until now, every day I dream about that noise, those people ... that sound.”\(^\text{12}\)

This is how Marwan Tahtah described his experience while covering the Beirut blast. Tahtah is a photojournalist who works for Getty, Agence France-Presse (AFP), and Lebanon’s Al-Akhbar newspaper. “We never saw an explosion destroy so much of the city in seconds,”\(^\text{13}\) he added.

Photojournalists in Lebanon work in difficult conditions and often face traumatic situations while capturing or filming. This not only affects their mental health but also puts their physical well-being at risk. Unfortunately, attacks on photojournalists in Lebanon are so frequent that many of them consider it to be a “normal” part of their job.\(^\text{14}\)

Recent attacks on photojournalists provide a clear example of the types of attacks and the level of violence inflicted against them in Lebanon.

**Rita Kabalan, attacked by a soldier**

During the protests following the Beirut blast, clashes broke out between protesters and Lebanese army soldiers at Beirut’s Ring Bridge. Rita Kabalan, a photojournalist, was filming the clashes when she witnessed soldiers attacking protesters. “Some threw water bottles at the army, then suddenly they started running towards us,” Kabalan recounted. As she ran away, her camera still faced the soldiers. Unfortunately, Kabalan’s video abruptly ends when a soldier strikes her from behind with his M16 assault rifle, knocking her to the ground.\(^\text{15}\)

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\(^{13}\) Idem.

\(^{14}\) Interviews held by the SKF team with photojournalists in January and February 2023.

\(^{15}\) Middle East Eye, Op. Cit.
Makram Al-Halabi and Maher Al-Murr, attacked by unidentified individuals

Also during the protests, Makram al-Halabi, a camera operator for the online news platform Megaphone, was hit by a rubber bullet in his left leg, while Maher al-Murr, a camera operator for the Saudi broadcaster Al-Arabiya, was hit in his right leg.16

Al-Halabi was filming when he suddenly felt something hit his leg. “At first, I didn’t know what it was. I was still in shock about what had happened to my leg. It was later, when I was taken to Clémenceau Hospital, that the doctor told me I had been hit by a rubber bullet. They gave me four stitches,” he said. Although he suspected that the projectile was fired by security forces, he did not see who fired it.17

Joe Bejjani, murdered

Joe Bejjani was a freelance photojournalist and an employee at Alfa Telecoms. He was shot dead by two masked assailants while entering his car to take his young daughters to school.18 Bejjani described himself as an amateur military photographer and had worked for the Lebanese Army, the Internal Security Forces (ISF), and UNIFIL. According to some reports, he participated in tours of the port with foreign investigators after the explosion.19

Hasan Shaaban, threatened and harassed

Hasan Shaaban is a freelance photojournalist who has contributed to several outlets, including Bloomberg, The Daily Star, Middle East Eye, Lorient Today, and Al-Modon. He has faced physical attacks and multiple threats to kill him. “Shaaban told the Committee to Protect Journalists (CPJ) that, while the men of the last attack did not say why they were attacking him, he believed it was retaliation for photos and videos of those protests he published on his personal Facebook page, where he has about 1,700 followers and frequently posts his reporting. Those posts, which included clips of locals criticizing the local political parties Amal and Hezbollah, were later cited in local media reports, he said. He told CPJ that he knew the men who attacked him, and they were supporters of Hezbollah.”20

This report assesses the legal protection of photojournalists in Lebanon, given the danger they face.

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17 Idem.
18 L’Orient Today, “A man was murdered in broad daylight, shocking the country and sparking calls for a quick investigation”, https://today.lorientlejour.com/article/1245775/a-man-was-murdered-in-broad-daylight-shocking-the-country-and-sparking-calls-for-a-quick-investigation.html, consulted in February 2023.
2. Main Objectives

This study aims to investigate the legal and customary regulations governing the work of photojournalists in Lebanon, including both freelancers and employees, as well as Lebanese and foreign nationals working in the country. The study seeks to understand the level of provision of social and economic rights for this group of professionals.

The main objectives of this study are:

- To identify and investigate any violations of the social and economic rights of photojournalists in Lebanon.
- To develop an action plan that ensures legal protection and guarantees these rights.

These objectives are addressed in three sections of the report:

1. Overview of the Provision of Social and Economic Rights for Photojournalists
2. Additional Challenges Faced by Photojournalists in Lebanon
3. Conclusive Thoughts and Recommendations.

3. Research Questions

The report aims to answer the following questions:

1. What are the social and economic rights of photojournalists in Lebanon?
2. To what extent are these rights provided?
3. What are the main challenges faced by photojournalists and their Syndicate?
4. What recommendations can be made to enhance the legal framework for photojournalists in Lebanon?

4. Methodology

The research tools used in this study employ a mixed data collection approach that involves both qualitative and quantitative data. A total of 19 interviews were conducted with photojournalists working in Lebanon, and the interviews were conducted using the same questionnaire (Annex 1) and led by the Samir Kassir Foundation (SKF) team. The profiles of the respondents are displayed below.
Figure 2. Data distribution of respondents per type of employment

Figure 3. Data distribution per age of respondents

Figure 4. Data distribution per nationality
Figure 5. Data distribution per professional specialty

Figure 6. Data distribution per years of experience
Photojournalists’ Social and Economic Rights: An Overview

The social and economic rights of photojournalists are numerous, and this section encompasses those that are most relevant to the current situation in Lebanon. These rights are extracted from the international instruments previously mentioned.

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<td>Right to Participate in Legal Strikes</td>
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Figure 7. Categories of social and economic rights for photojournalists

1. Right to Work

Article 6 of the ICESCR states:

1. “The States Parties to the present Covenant recognize the right to work, which includes the right of everyone to the opportunity to gain his living by work which he freely chooses or accepts, and will take appropriate steps to safeguard this right.

2. The steps to be taken by a State Party to the present Covenant to achieve the full realization of this right shall include technical and vocational guidance and training programmes, policies and techniques to achieve steady economic, social and cultural development and full and productive employment under conditions safeguarding fundamental political and economic freedoms to the individual.”

According to one of the photojournalists interviewed for this study by SKF, there are no training or workshops in Lebanon that teach individuals what they should or can do as photojournalists. This is particularly challenging for freelancers who struggle to find projects and sell their products. One respondent stated that it has been difficult to find projects in the past eight months, not only for themselves but for all freelancers working in Lebanon. Another respondent explained that finding new clients is usually hard, and only past clients return for new projects. However, one respondent noted that finding projects requires physical networking with locals and remote networking with international clients, and clients sometimes come to them.
One of the most interesting findings from the interviews is that some of the respondents who work as employees are prohibited from working as freelancers due to exclusivity clauses in their contracts. Additionally, some photojournalists who work full-time for media institutions do not have the time to take on freelance work.

2. Right to a Fair Wage

Article 7 of the ICESCR states: “The States Parties to the present Covenant recognize the right of everyone to the enjoyment of just and favorable conditions of work which ensure, in particular:

(a) Remuneration which provides all workers, as a minimum, with:

(i) Fair wages and equal remuneration for work of equal value without distinction of any kind, in particular women being guaranteed conditions of work not inferior to those enjoyed by men, with equal pay for equal work;

(ii) A decent living for themselves and their families in accordance with the provisions of the present Covenant”(...)

When asked about their salary in Question 11,21 only seven out of 19 respondents stated that they receive payment in United States dollars (USD). The majority (63%) are paid in Lebanese pounds (LBP) or a combination of USD and LBP at a certain rate.

Freelance v. Employee

All respondents who work solely as freelancers receive payment in USD, while less than 30% of the respondents who work solely as employees are paid in USD.

Figure 8. Data distribution of respondents’ income

21 Annex 1 - Question 11: Do you get paid in fresh USD or LBP? Does the payment align with the current economic crisis and the lira devaluation? Were there any adjustments to the salaries of photojournalists who were getting paid in LBP after the crisis?
Foreigner v. Lebanese
Of the 19 respondents, 40% of the Lebanese (six out of 15) receive payment in USD, while all four foreign respondents are paid in USD.

When asked whether adjustments had been made due to the economic crisis, the devaluation of the Lebanese pound, and the country’s instability, some respondents provided the following answers:

“"The value of my salary decreased when the crisis started. I am struggling to survive. This is the situation for many people in Lebanon, not just photojournalists.”"

“I have been receiving my salary in USD since 1989. However, when the October protests started in 2019, our salary situation changed. In November of that year, we received half of our October salary in USD. We thought it was a bonus for covering the protests day and night, but it turned out to be our monthly salary. Months later, our salary was paid entirely in LBP. After we demanded to be paid part of our salary in USD, they started paying us USD 100 at a rate of LBP 4,000.”

“I receive the same USD amount as my salary, but at the LBP 1,500 rate.”

“My salary used to be USD 160 before the crisis, but now it has decreased significantly because it was converted to LBP.”

“Most journalists have had their salaries adjusted, but photographers like us have not.”

For Question 12, 22 respondents were asked about other work remuneration, including coverage of phone bills, internet, and transportation fees. The results showed that 84% of all respondents reported not having their phone bills and Internet expenses covered by their employers.

Figure 9. Are phone and Internet bills covered by the employer?

22 Annex 1 - Question 12: How much do you get paid per project? Is your transportation covered? Are your phone bills and internet covered?
The results are slightly different in terms of transportation coverage, with 63% of respondents answering “No”.

Figure 10. Are transportation costs covered by the employer?

**Foreigner v. Lebanese**

Three out of four foreign respondents have their transportation fees covered, while only 26% of Lebanese respondents have their transportation fees covered.

Moving on to Question 13, 74% of the respondents considered the amount they are paid as unfair.

Figure 11. Is your pay fair or not?

23 Annex 1 - Question 13: Do you consider that amount fair? // Is there a specific price list that international institutions or photojournalists take into account when pricing a photo / video?
3. Right to Safe Working Conditions

Article 7 of the ICESCR continues: “The States Parties to the present Covenant recognize the right of everyone to the enjoyment of just and favorable conditions of work which ensure, in particular:

(b) Safe and healthy working conditions;
(c) Equal opportunity for everyone to be promoted in his employment to an appropriate higher level, subject to no considerations other than those of seniority and competence;
(d) Rest, leisure and reasonable limitation of working hours and periodic holidays with pay, as well as remuneration for public holidays.”

Photojournalists are often required to work in dangerous and unhealthy conditions. Some examples of such conditions include the Covid-19 pandemic, armed conflicts, clashes between protesters and authorities, earthquakes, and wars. Unfortunately, this list is not exhaustive.

To ensure a minimum standard of safety in the workplace, protective measures should be taken. Preventive and protective equipment can help mitigate the risks of physical injury. Shockingly, 60% of all respondents stated that they use their own equipment while working. Given that helmets and anti-bullet vests are costly in Lebanon, it can be inferred that most photojournalists do not have access to these protective tools when covering armed conflicts. Only two out of the 11 respondents who answered “personal” to Question 14 indicated that their institution provides them with a safety kit.

![Figure 12. Ownership of equipment](image)

When asked if equipment is repaired by the institution in case it was damaged while working, 42% answered “No”.

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24 Annex 1 - Question 14: Do you use your personal equipment (camera) or that of the institution (or other party)?
If you answered “personal”, does the institution (or other party) repair it if damaged during work?
Freelancer v. Employee

All freelance respondents confirmed that their equipment is personal (100%), while only 43% of employee respondents confirmed the same.

According to International Humanitarian Law, “Article 79 formally states that journalists engaged in dangerous professional missions in zones of armed conflict are civilians within the meaning of Article 50 (1). As such, they are entitled to the full scope of protection granted to civilians under international humanitarian law.”

It is unfortunate that this is either not clearly understood by authorities in Lebanon or not respected for political reasons and convictions, as attacks against journalists and photojournalists continue to occur, as mentioned in the introduction of this report.

4. Right to Social Security and Insurance

Article 9 of the ICESCR states: “The States Parties to the present Covenant recognize the right of everyone to social security, including social insurance.”

Based on Article 9 of the Lebanese Social Security Law (1963), all employees should benefit from social security. Unfortunately, in Lebanon, such benefits are almost useless as the social security fees do not cover basic medical needs, especially after the country’s economic crisis and the devaluation of the Lebanese pound.

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When asked if they have private insurance (Question 9), 42% of respondents do not have any private insurance. The number is high considering the risks, the level of violence and the danger that these eight photojournalists could encounter.

Four out of 11 respondents who have private insurance stated that they pay for it on their own personal expenses. In Lebanon, private insurance is now only accepted if paid in fresh USD, and the amounts have become prohibitively expensive. This puts those who are currently able to afford it on a personal level in a precarious position, as they may not be able to afford it in the coming years.

When asked if they had any additional comments or suggestions at the end of the interview, one respondent expressed frustration at the lack of social security and insurance provided for photojournalists: “If I stop working, I will have nothing, no social security, no insurance, nothing. Please protect the dignity of people who gave years and years for an institution and work wholeheartedly! At least provide social security, retirement salary! After 40 years in this job, give me my dignity! I am not just a photojournalist. I am a technician of light and sound, I am a driver, I carry 55 kilograms of equipment with me even during conflicts and protests. I might not be able to go back to working the same way because of my physical injury. What do I do then? How do I survive?”

During a meeting between SKF and the President of the Photojournalists’ Syndicate in Lebanon, Ali Alloush, he emphasized that social security and insurance are among his top priorities. He has launched a project in this regard, noting that many media outlets no longer provide their employees with health insurance.

 Annex 1 - Question 9: Do you have private insurance? If you answered “yes”, does it protect you from injuries during work?
5. Intellectual Property Rights

Besides Article 27 of the UDHR, Article 15 of the ICESCR states:

1. “The States Parties to the present Covenant recognize the right of everyone:
   (c) To benefit from the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author.

2. The steps to be taken by the States Parties to the present Covenant to achieve the full realization of this right shall include those necessary for the conservation, the development and the diffusion of science and culture.”

Lebanon should protect the products, including photos and videos, of photojournalists and ensure that their copyrights are respected. Unfortunately, photojournalists’ products are easily stolen and used without consent by a vast majority of media actors. One respondent reported that after providing a vast archive of photos and videos captured during the Lebanese civil war, they were not given any payment. This experience left the respondent disappointed and feeling as though the effort they had put into documenting the war had gone in vain.

One of the biggest challenges in protecting photojournalists’ work is the rise of social media actors who take photos and videos using their phones and share them on different platforms. One respondent raised this issue by pointing out that “everyone now has a phone and captures photos,” which contributes to people undervaluing the work of professional photographers.

Another challenge facing photojournalists is pricing their work. According to Question 13, 37% of respondents confirmed that there is a price list based on which clients value photos and videos. Most of them explained that international agencies follow a system of rewarding photojournalists if they capture a scoop or an important shot that was not captured by anyone else. None of the respondents said that this trend is implemented locally.

![Figure 15. Price list for photos and videos](image-url)

27 Article 27 of the UDHR states: “Everyone has the right to freely participate in the cultural life of the community, to share scientific advances and its benefits, and to get credit for their own work.”

28 Annex 1 - Question 13: Do you consider that amount fair? // Is there a specific price list that international institutions or photojournalists take into account when pricing a photo / video?
6. Right Not to Be Discriminated Against

Article 2 of the Universal Declaration of Human Rights (UDHR) states: “Everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.”

Paragraph B of the Lebanese Constitution’s Preamble states: “Lebanon is Arab in its identity and in its affiliation. It is a founding and active member of the League of Arab States and abides by its pacts and covenants. Lebanon is also a founding and active **member of the United Nations Organization and abides by its covenants and by the Universal Declaration of Human Rights**. The Government shall embody these principles in all fields and areas without exception.”

Additionally, Article 2 of the Discrimination (Employment and Occupation) Convention, one of the ILO conventions which Lebanon ratified, states: “Each Member for which this Convention is in force undertakes to declare and pursue a national policy designed to promote, by methods appropriate to national conditions and practice, equality of opportunity and treatment in respect of employment and occupation, with a view to eliminating any discrimination in respect thereof.”

Discrimination is legally prohibited without exceptions in Lebanon, at least in theory. However, the reality is different. In response to Question 15, 29 **68% of all respondents confirmed that they had been victims of discrimination.**

![Figure 16. Have you faced discrimination?](image)

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29 Annex 1 - Question 15: Have you ever been a victim of racism or discrimination? If so, could you describe to us what happened?
Foreigner v. Lebanese

Eleven of the 15 Lebanese respondents (73%) reported being subjected to discrimination, with seven of them identifying the discrimination as sectarian or regional in nature, and one of them reporting that the perpetrator was a state authority. Both foreign respondents (100%) reported experiencing discrimination, with one of them identifying a state authority as the perpetrator.

The following are some brief accounts of discrimination provided by respondents:

“During the 2019 protests, a policeman shot me with tear gas from two-three meters away. This did not happen to all photojournalists present at the time. I was discriminated against because of the political affiliation of the media institution I work for. Similar incidents occurred during the July 2006 war in Lebanon and during the war in Syria.”

“When covering Dahiyeh, for example, they assume that I am affiliated with the Lebanese Forces party and that I am Christian, and they prevent me from doing my job. We were pelted with stones in Dahiyeh, and sometimes children brandished knives and threatened me to stop filming.”

“I personally experienced physical violence because of my affiliation with a particular media institution.”

“I have faced racism in some neighborhoods, where they assume that I am a Syrian refugee or a domestic worker until I speak English. When I do, they suddenly adopt a strange English accent and become nicer to me.”

“If I am covering a Christian area, I use the name Maroun. If I am covering a Muslim area, I use the name Ali.”

7. Labor Law Rights

The following are the most relevant labor laws and decrees in Lebanon: The Lebanese Labor Law (1946), the Social Security Law (1963), Decree No. 1756 regulating the Employment of Foreign Persons (1964), and the Law on Collective Labor Contracts, Mediation and Arbitration (1964).

“In general, the Labour Law aims at protecting the economically weaker party in the contractual relationship, that is, the wage earner. For this reason, its provisions are considered to be linked to the public order, which means that no condition or restriction that would diminish the rights of the workers enshrined in the law itself can be agreed in any contract”30 (as per Article 43 of the Lebanese Labor Law).

The Lebanese Labor Law does not define employment contracts, but according to the Law of Obligations and Contracts (the General Civil Code of 1932), the contractual relationship must

meet the following requirements to be considered one of employment (Article 624): work, wage, and legal “economic subordination.”

Article 12 of the Lebanese Labor Law states: “The contract of employment shall be either written or verbally and shall be governed by the ordinary law. The contract must be written in Arabic and may be translated into a foreign language if the employer or employee does not understand the Arabic language.”

The rules of evidence worldwide and in Lebanon indicate that a written contract offers more protection than a verbal agreement as it serves as strong evidence in case of a breach. Unfortunately, 40% of all respondents to Question 731 admitted that they did not have a written contract with their employer or client, leaving them vulnerable to potential legal issues.

Figure 17. Written contracts

Out of the nine respondents who confirmed having a written contract with their employer/client, eight admitted not having a copy of the agreement. This raises concerns about the reasons behind this issue: is it due to the employer/client’s lack of knowledge and awareness, or is it a form of exploitation, or do photojournalists feel inferior towards their employer/client, or do they fear asking for a copy of the contract?

All nine respondents who had a written contract confirmed that it only contained information about their salary and work schedule. Only one respondent mentioned that the contract included a clause regarding insurance, and none of them mentioned any provision related to the contract’s termination or arbitrary dismissal. This leaves all photojournalists vulnerable to sudden dismissal without any notice or compensation.

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31 Annex 1 - Question 7: To the freelancer: Do you usually sign a written contract / agreement with the party you are working with? Kindly justify your answer. // To the employee: Do you currently have a written contract / agreement with the institution you are employed at? Kindly justify your answer.
One respondent who answered “No” explained that they would not request a written contract out of fear of being expelled and left jobless. They further elaborated that they always feel threatened with expulsion, which makes them obedient and afraid to demand “more.”

Three respondents work solely as freelancers, while nine work as both freelancers and employees. Out of the 12 freelancers, only one confirmed having a written contract with their client. Fifty percent answered “It depends,” meaning that it depends on the project and the party they are working with.

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**Figure 18. Contracts with freelancers**

When broken down, the figures below separate the three freelancers from the nine respondents who work as both employees and freelancers.

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**Figure 19. Contracts with freelancers and employees simultaneously**
8. Right to Participate in Legal Strikes

Article 8 of the ICESCR states:
1. "The States Parties to the present Covenant undertake to ensure:
   (...) (d) The right to strike, provided that it is exercised in conformity with the laws of the particular country.
2. This article shall not prevent the imposition of lawful restrictions on the exercise of these rights by members of the armed forces or of the police or of the administration of the State.
3. Nothing in this article shall authorize States Parties to the International Labour Organisation Convention of 1948 concerning Freedom of Association and Protection of the Right to Organize to take legislative measures which would prejudice, or apply the law in such a manner as would prejudice, the guarantees provided for in that Convention."

Photojournalists have the right to organize legal strikes and participate in them. It is important to consider a scenario in which all photojournalists go on strike, similar to other professional strikes in Lebanon, such as teachers and taxi drivers. In the event of a photojournalist strike, news would be published without any photos or videos, only text. The question arises: would people still read the news? Would they read newsletters or texts on social media platforms?

This scenario highlights the indispensable and essential role that photojournalists play, a role that is often underestimated, as confirmed by the majority of respondents during interviews. One respondent stated: "Media institutions rely heavily on photos and videos, but the weakest link is always the photographer. Any errors or mistakes are always blamed on the photographer." Two other respondents also mentioned this issue of blaming the photographer.
Additional Challenges

This report highlights not only the numerous rights that are not guaranteed to photojournalists, but also other challenges such as the Duty of Exclusivity and Fidelity/Loyalty, as well as challenges faced by the Photojournalists’ Syndicate.

1. The Duty of Exclusivity, Fidelity, and Loyalty

According to the main findings of the interviews, many employees who earn very low salaries are not allowed to work as freelancers. This applies specifically to those who have been working in the field of photojournalism for more than 12 years. Some of them do not have the time to work as freelancers because the media institution takes up all their time with required commitments, while others are simply not allowed to. “On top of all the social and economic rights being violated, we are not even allowed to find a resort and work as freelancers!” said one of the respondents.

It is important to differentiate between the non-compete principle and the exclusivity principle. The non-compete principle, as with other jobs, means that an employee is not allowed to work for a competing employer (in this case, another media institution), or to start a competing business, typically within a certain geographic area and period of time after the worker’s employment ends. For example, a photojournalist who works at media institution “X” cannot work at another media institution “Y” if both “X” and “Y” cover the same topics and have the same scope of work. However, this does not mean that a photojournalist cannot work on a project that is different from the work they complete at the institution under freelancing. The photojournalist should then be allowed to handle freelance work if it does not compete with their work at the institution. Furthermore, with the current low salaries that photojournalists receive, freelancing is a survival mode for many of them to secure more money, as explained by many respondents who work as freelancers.

The exclusivity duty is that “the seller is obligated to only promote, solicit, and sell the agreed-upon products or services. The [duty] restricts the seller from making agreements with other companies that would be considered as competitors.” 32 For example, a photojournalist should not use the products they made or received during their work with the institution for freelancing projects. In other words, if the photos and videos captured by the photojournalist during their work at the media institution are not the same that they use for their freelance work, then there would not be any breach of this duty.

2. The Syndicate’s Challenges

The Photojournalists’ Syndicate in Lebanon faces numerous challenges that directly impact the work of photojournalists. Some of these challenges include a lack of budget, insurance, and equipment provided to photojournalists, no continuous relationship with the international community, and restrictions on participation for certain groups such as online media photographers and foreign photographers working in Lebanon. These challenges all stem from the Syndicate’s outdated internal regulations from 1994 and the absence of professional regulation for photojournalists.

However, the Syndicate has recently initiated a plan for photojournalists’ health insurance in 2023. Despite this effort, a majority of respondents (58%) stated that the Syndicate does not play a significant role in protecting photojournalists’ rights in Lebanon. Many of those who answered “No” cited the government’s corrupted system and its unwillingness to let the Syndicate do its work.

3. The Overall Negative Outlook

When asked if they were aware of their social and economic rights, 68% of photojournalists answered “No” (Question 8).

Figure 21. The Syndicate’s role in protecting photojournalists’ rights

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33 Annex 1 - Question 7: Does the syndicate play a role in protecting and defending photojournalists’ rights in Lebanon?

34 Annex 1 - Question 8: Do you know what your social and economic rights are, in Lebanon, as a photojournalist?
After outlining their social and economic rights, they were asked to rate the provision of these rights on a scale of 0 to 10 (Question 10). The figure below illustrates the responses.

Figure 22. Rights’ awareness

Figure 23. Rating of rights’ provision
The justifications for the ratings given by the photojournalists were diverse and included responses such as:

- “0/10 because we live in a jungle law in Arab countries.”
- “0/10 because I don’t even have 3% of my rights guaranteed.”
- “3/10, and I know I am very generous by grading it 3/10.”
- “0/10, just like the situation of photojournalists in all other Arab countries.”

To improve the provision of social and economic rights for photojournalists in Lebanon and enhance their legal protection, SKF has initiated two action plans.
The Legal Framework of Photojournalists’ Syndicate

1. Cross-Country Comparison

SEEDS for Legal Initiatives is a Lebanese non-profit organization that aims to raise awareness about legal rights and advocate for legal reform, and is one of SKF’s partners. SEEDS reviewed the current internal regulation of the photojournalists’ syndicate in Lebanon and compared it to the legal framework for photojournalists in Tunisia and France, countries where journalists’ rights are relatively better established.

SEEDS suggested amendments and additions to the current internal regulation to ensure that the rights and duties of photojournalists are clearly stated and legally framed in Lebanon. To achieve this, a comparison was made between the syndicate regulations in Lebanon, France, and Tunisia, which are respectively a European nation and an Arab nation that both adhere to best practices in terms of freedom of the press. This comparison aims to make suggestions to improve the Statute and Rules of Procedure of the Lebanese Press Photographers’ Syndicate, covering topics such as:

1. The different trade unions and syndicates representing press photographers
2. Joining the syndicate
3. The different bodies within the syndicate
4. The rights of members to participate in syndicates
5. The duties of the members and the consequences of any breach
6. The syndicate’s finances
7. The code of ethics

1.1 Press photographers’ syndicate representation in Lebanon, France, and Tunisia

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<tr>
<th>Lebanon</th>
<th>France</th>
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<tbody>
<tr>
<td>Trade unions and/or syndicates</td>
<td>Lebanese Press Photographers’ Syndicate</td>
<td>Syndicat national des journalistes (National Union of Journalists)</td>
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<td></td>
<td>National Syndicate of Tunisian Journalists</td>
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</table>

Note: In addition to the National Union of Journalists that includes press photographers, there are several other bodies working in the photojournalism field:

• Fédération française de la photographie et des métiers de l’image (French Federation of Photography and Image Professions)
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<tr>
<td><strong>Trade unions and/or syndicates</strong></td>
<td><strong>Syndicate regulations</strong></td>
<td><strong>Syndicate objectives</strong></td>
</tr>
<tr>
<td>- Association des photographes, écrivains et journali­n­alistes (Association of photographers, authors, and journalists)</td>
<td>• Statute</td>
<td>• Protecting, encouraging, enhancing, and preserv­ing the interests of the profession, as well as improving all technical aspects.</td>
</tr>
<tr>
<td>- Syndicat national des agences photographiques d’illustration générale (National Union of Photographic Illustrator Agencies)</td>
<td>• Rules of Procedure</td>
<td>• Representing photographers, taking their interests into account, defending them and protecting their rights.</td>
</tr>
<tr>
<td>- Syndicat national des photographes (National Union of Photographers)</td>
<td>• Code of ethics</td>
<td>• Improving the social and living conditions of photographers.</td>
</tr>
<tr>
<td>- Union des photographes et écrivains professionnels (Union of professional photographers and authors)</td>
<td>• Statute’s collective agreement</td>
<td>• Organising seminars to teach the art of photo­journalism and promote it among students and youth.</td>
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<td><strong>Syndicate objectives</strong></td>
<td><strong>Syndicate regulations</strong></td>
</tr>
<tr>
<td>- Statute</td>
<td>• Protecting the individual moral and financial inter­ests of the members.</td>
<td>• Statute</td>
</tr>
<tr>
<td>- Rules of Procedure</td>
<td>• Protecting the common interests of all journalists.</td>
<td>• Rules of Procedure</td>
</tr>
<tr>
<td></td>
<td>• Promoting the union’s ethics and dignity and guaranteeing solidarity among all the members (article 3 of the Statute).</td>
<td>• Code of ethics</td>
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<tbody>
<tr>
<td><strong>Syndicate objectives</strong></td>
<td><strong>Syndicate regulations</strong></td>
<td><strong>Syndicate objectives</strong></td>
</tr>
<tr>
<td>- Defending the individual moral and financial rights of journalists; protecting them from the legal violations and pressure they are exposed to while on duty.</td>
<td>• Protecting the profession and making sure the code of ethics is respected.</td>
<td>- Defending the moral and financial rights of journalists; protecting them from the legal violations and pressure they are exposed to while on duty.</td>
</tr>
<tr>
<td>- Protecting the profession and making sure the code of ethics is respected.</td>
<td>• Defending freedom of expression and opinion and particularly freedom of the press.</td>
<td>- Protecting the profession and making sure the code of ethics is respected.</td>
</tr>
<tr>
<td>- Representing journalists during social negotia­tions and signing agree­ments on their behalf (article 2 of the Statute).</td>
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### Syndicate Objectives

<table>
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<tr>
<th>Lebanon</th>
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<th>Tunisia</th>
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| - Sponsoring art exhibitions.  
- Strengthening cooperation between the photographers and the owners of publications; organizing and improving production.  
- Providing professional and financial assistance to the members of the syndicate within available resources.  
- Holding artistic festivals aimed at explaining the photographers’ work and the importance of their role in building a society; protecting their work (article 3 of the Statute). | - Defending the individual moral and financial interests of the members.  
- Protecting the common interests of all journalists.  
- Promoting the union’s ethics and dignity and guaranteeing solidarity among all the members (article 3 of the Statute). | - Defending the moral and financial rights of journalists; protecting them from the legal violations and pressure they are exposed to while on duty.  
- Protecting the profession and making sure the code of ethics is respected.  
- Defending freedom of expression and opinion and particularly freedom of the press.  
- Representing journalists during social negotiations and signing agreements on their behalf (article 2 of the Statute). |

### 1.2 Syndicate’s Membership Regulations in Lebanon, France, and Tunisia

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<th>Lebanon</th>
<th>France</th>
<th>Tunisia</th>
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</table>
| - The syndicate includes people who work as press photographers (article 2 of the Statute).  
- Any of the abovementioned people (women and men) is entitled to apply for syndicate membership, provided that: | - Any professional journalist who wishes to abide by the syndicate’s regulations can join said syndicate (including photojournalists). | The syndicate consists of:  
- Working members\(^{35}\)  
- Associate members\(^{36}\)  
- Honorary members\(^{37}\) |

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35 The working member is the one who performs regularly or permanently journalistic tasks within a media institution or on a freelance basis with several agencies. They hold at least a bachelor degree in the field and their main source of income comes from their work according to the current legislation (article 7 of the Statute). Any person who fulfills the requirements of chapter 5 of the Rules of Procedure and chapter 8 of the Statute, who works in a media organization, and whose membership was approved by the executive office of the National Syndicate of Tunisian Journalists is considered a working member. A freelancer is also considered as a working member (article 10 of the Rules of Procedure).

36 Any person who performs journalistic tasks but does not meet the conditions of a working member is considered an associate member. This status also applies to students specializing in journalism and communication. Moreover, a retired journalist who stopped working in the field could also be an associate member (article 11 of the Statute).

37 An honorary member is one who continuously contributes to journalistic production but who does not meet the conditions of chapter 8 of the Statute and chapters 5, 10, and 11 of the Rules of Procedure. Journalism and communication professors could be honorary members (article 12 of the Rules of Procedure).
Lebanon | France | Tunisia
---|---|---
**Conditions required to join the syndicate**
- They are Lebanese
- They enjoy their civil rights
- They work as a press photographer at the time of submitting the application.
- They are at least 18 years old.
- They are not convicted of a felony or infamous crime.
- They have a photojournalism work certificate.
- They have been performing this activity for more than a year.
- They are not public sector employees (article 2 of the Rules of Procedure).

In addition to the above-mentioned conditions, a foreign photojournalist may join the syndicate but should have a legal work permit and a valid residence permit (article 10 of the Rules of Procedure).

- It is forbidden to discriminate between journalists who are members of the syndicate on the basis of their affiliation to a certain organization, regardless of its political, philosophical or religious tendency.
- Journalists enrolled in unions are committed to the basic principles of democracy and human respect (article 2 of the Statute).
- Any person is allowed to join the syndicate, provided they prove that they are a professional journalist\(^{38}\), have a similar profession\(^{39}\) or hold the honorific position of journalist.
- Students who are still in vocational training centers cannot adhere to the syndicate (article 5 of the Statute).
- The application form has to include the name of the journalist, their surname, date of birth, place of residence, professional card number (delivered by a specialized committee\(^{40}\)), the duties performed by the applicant, and the company they work for if they are not a freelancer.
- The application form of a journalist who does not hold a professional identity card could temporarily be accepted in rare cases, provided that the journalist has already submitted a card request or that their application is under consideration after its issuance was refused.

A professional journalist can join the syndicate. A professional journalist is "the one who regularly works in a media institution – written, radio, television, digital or press agency, in exchange for a wage that represents at least 90 percent of their financial income. In Tunisia, the person who meets the conditions in the abovementioned section is considered a professional journalist. Photojournalists who meet the same conditions are also considered professional journalists (article 5 of the Rules of Procedure). Membership cannot be canceled if the journalist is arbitrarily dismissed.

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\(^{38}\) According to Article L7111-3 of the French Labor Code, a professional journalist is any person whose main, regular, and remunerated activity is founded on the practice of their profession in one or more press companies, daily publications and periodicals or press agencies, and which is the main source of income for this person.

\(^{39}\) Photojournalists are treated the same way as professional journalists.

\(^{40}\) Commission de la carte d’identité des journalistes professionnels – http://www.ccijp.net/.
<table>
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<tr>
<th>Lebanon</th>
<th>France</th>
<th>Tunisia</th>
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<tbody>
<tr>
<td><strong>Contesting the decision to deny syndicate membership</strong></td>
<td>The decision can be contested before the Ministry of Labour (article 12 of the Rules of Procedure).</td>
<td>The refusal must be justified. It is possible to contest the decision before the relevant authorities before referring it to the National Assembly (article 5 of the Statute).</td>
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</tbody>
</table>

### 1.3 Syndicate structures in Lebanon, France, and Tunisia

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<thead>
<tr>
<th>Lebanon</th>
<th>France</th>
<th>Tunisia</th>
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<tbody>
<tr>
<td><strong>The Syndicate’s Board</strong></td>
<td>The syndicate’s board consists of twelve members that the General Assembly elects by secret ballot (articles 41 and 68 of the Rules of Procedure). Elections can be contested before the trade union department at the Ministry of Labor (article 80 of the Rules of Procedure).</td>
<td>The board manages the syndicate’s affairs, achieves its objectives, protects the rights of its members, and implements the decisions of the General Assembly (articles 46 and 51 of the Rules of Procedure).</td>
</tr>
<tr>
<td><strong>The General Assembly</strong></td>
<td>The General Assembly comprises all the syndicate members who have paid their dues contributions (article 26 of the Rules of Procedure). One of its tasks is to conclude collective labor contracts and approve the syndicate’s policy in terms of union, federal, and professional alliances (article 38 of the Rules of Procedure).</td>
<td>Each department must ensure fair representation among its bodies for journalists working outside of France and those working on a freelance basis.</td>
</tr>
<tr>
<td><strong>Departments</strong> affiliated with the syndicate are established at the regional level (a board representing them is elected)</td>
<td>The department’s board is entrusted with the following tasks: Transferring matters of general importance to the National Council, informing it of vacancies or job applications, and keeping it up to date with its activities, particularly with regard to the claims and disputes that may be referred to it, the procedures applied, and the solutions reached. Publishing information and documents of public importance sent by the National Council (Articles 8 and 9 of the Statute).</td>
<td>The Committee for Freedoms presents the necessary concepts to promote press freedom, freedom of opinion and expression, and a culture of human rights. It also prepares annual reports on the conditions of journalists and press freedom in Tunisia (article 35 of the Rules of Procedure).</td>
</tr>
</tbody>
</table>
Lebanon

Any member or relevant party can contest the General Assembly’s decisions or those of the syndicate’s board before the Ministry of Labor (article 40 of the Rules of Procedure).

France

• Congress of the National Syndicate
  The National Syndicate holds its Congress at least once a year and any of its members can attend it. An extraordinary Congress can be held when deemed necessary (article 11 of the Statute). The Congress discusses the ethical and financial reports. It also deals with matters of interest to the syndicate (article 12 of the Statute).

• National Commission within the Syndicate
  The National Commission within the syndicate is an elected committee, whose members are divided equally between men and women. The commission has broad authority to administer the interests of the union, in accordance with the guidelines adopted by the Congress and within the framework of the Statute and Rules of Procedure (article 13 of the Statute).

• National Council of the Syndicate
  The National Council of the syndicate is an elected committee, whose members are divided equally between men and women. It is responsible for implementing the decisions of the Congress and the National Commission, representing the union, and acting on its behalf when necessary (article 14 of the Statute).

Tunisia

• Syndicate Branches
  Syndicate branches are chosen by every media or institution in similar areas in which a certain number of members of the syndicate work, or regional branches for members who are not affiliated with a specific branch of an institution (article 25 of the Statute).

  The branch formed in each press agency or institution represents the members who are affiliated with said agency or institution and deals with their professional and social problems. It aims at finding solutions in coordination with the Executive Board (article 25 of the Rules of Procedure).

  As for journalists working in an institution or entity where the number of people does not exceed 20, a representative is elected to attend the meetings of the expanded executive board as an observer (article 26 of the Rules of Procedure).

• Expanded Executive Board
  An expanded executive board is established within the syndicate to assist the executive board (article 28 of the Statute).

• National Congress
  The National Congress consists of all members working in the syndicate (article 31 of the Statute).
### 1.4 The right to participate in trade unions in Lebanon, France, and Tunisia

<table>
<thead>
<tr>
<th>Lebanon</th>
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<th>Tunisia</th>
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<tr>
<td>• The right to vote and be elected within the syndicate board</td>
<td>Members who are still in vocational training centers cannot adhere to the syndicate (article 5 of the Statute).</td>
<td>• The right to vote</td>
</tr>
<tr>
<td>The right to vote and be elected is limited to the Category A(^{41}) Lebanese members. Participating in the elections is restricted to Category A members who have paid the full membership fees (article 69 of the Rules of Procedure).</td>
<td></td>
<td>Only working members have the right to vote during plenary sessions, as well as regular and special conferences (article 7 of the Statute).</td>
</tr>
<tr>
<td>Category B(^{42}) members are not allowed to vote or be elected but are entitled to attend general assemblies and participate in the discussion without voting (articles 6 and 9 of the Rules of Procedure).</td>
<td></td>
<td>• The right to participate</td>
</tr>
<tr>
<td>• The rights of foreign members to participate in trade unions</td>
<td>• Assign someone to represent them before the syndicate board (article 69 of the Rules of Procedure).</td>
<td>Associate members participate in non decision-making activities. They cannot participate as voters, electors, or rapporteurs (article 13 of the Rules of Procedure).</td>
</tr>
<tr>
<td>• Assign someone to represent them before the syndicate board (article 69 of the Rules of Procedure).</td>
<td>• Attend general assemblies and participate in the discussion (article 6 of the Rules of Procedure).</td>
<td>• Forming committees</td>
</tr>
<tr>
<td>• Attend general assemblies and participate in the discussion (article 6 of the Rules of Procedure).</td>
<td></td>
<td>The Executive Board can form special committees of associate and honorary members to revitalize the work of syndicate boards (article 14 of the Rules of Procedure).</td>
</tr>
</tbody>
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\(^{41}\) Category A members are photographers who have been working as press photographers for more than three years whether in newspapers or television news bulletins and outside studios (article 3 of the Rules and Procedures).

\(^{42}\) Category B members are the photographers who have been working in the press photography field for less than three years (article 4 of the Rules of Procedure).
1.5 Duties of syndicate members and consequences of violations in Lebanon, France, and Tunisia

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<th>Lebanon</th>
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<tbody>
<tr>
<td><strong>Duties of members</strong></td>
<td><strong>Duties of members</strong></td>
<td><strong>Duties of members</strong></td>
</tr>
<tr>
<td>• Avoid discussing any religious or political issue in the meetings organized by the syndicate (article 4 of the Statute).</td>
<td>• Participate in all the syndicate activities, attend the sessions and carry out the designated tasks.</td>
<td>• Members abide by the Tunisian Constitution and the values of the Republic, freedom, justice, democracy, equality between women and men, non-discrimination, the protection of individual and public freedoms, and the respect of international human rights treaties (article 3 of the Rules of Procedure).</td>
</tr>
<tr>
<td>• Pay contributions.</td>
<td>• Provide individual and collective support in all circumstances.</td>
<td>• Respect the Statute, Rules of Procedure, Charter of Ethics for Journalists, and all relevant conventions (article 4 of the Rules of Procedure).</td>
</tr>
<tr>
<td>• Submit a portfolio of their photography work at the end of each year.</td>
<td>• Apply diligently the instructions issued by the National Bureau (article 4 of the Statute).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Pay the annual membership fees.</td>
<td></td>
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<tr>
<td>In case members fail to do so, after they receive a warning and are given an additional one-month period, their membership is suspended until the portfolio is submitted. If the board proves that the member has quit the profession, they are dismissed (article 20 of the Rules of Procedure).</td>
<td>Whoever is late in paying the fees without a legitimate excuse is dismissed (article 6 of the Statute).</td>
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<tr>
<td>The deadline provisions do not apply to members who are abroad on photographic assignments provided the board is aware of their travel (article 21 of the Rules of Procedure).</td>
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## Dismissing members

The syndicate board can dismiss any member if:
- They carry out acts that violate the syndicate’s objectives, Statute or Rules of Procedure.
- They do not meet one of the conditions required to adhere to the syndicate.
- They breach the duties to adhere to the syndicate.
- They refuse to pay membership fees after they are warned in writing.
- They publish data aimed at dividing the syndicate and harming its members.

The dismissal decision can be contested before the Ministry of Labor (article 14 of the Rules of Procedure).

- Membership is also dropped if the member’s resignation is accepted.
- A member is deemed to have resigned from the board if they fail to attend three consecutive meetings without a legitimate excuse. A decision shall be issued after the board listens to them (article 45 of the Rules of Procedure).

A member is deemed to have resigned if they fail to attend three consecutive meetings (article 14 of the Statute).

Membership is dropped if:
- The member resigns from the syndicate.
- The membership is not renewed.
- The journalist works in a non-journalistic institution.
- The member makes a fatal mistake that undermines the profession and contradicts the Rules of Procedure and Code of ethics.

The membership of the one who made a mistake is suspended until they are referred to the expanded executive board. The decision to end the membership can be contested before the board that takes the final decision in this regard (article 8 of the Statute and 15 of the Rules of Procedure).

As for the executive board members, their membership is suspended by the expanded board upon approval of three-fourths of the members (article 23 of the Rules of Procedure).

- A member is also deemed to have resigned if they fail to attend three consecutive meetings without a legitimate excuse (article 21 of the Statute).
### Taking disciplinary measures against members

Any member who causes or tries to cause harm or undermine the syndicate’s interests is referred to the disciplinary body. The latter is responsible for investigating violations against the Statute, Rules of Procedure or Code of ethics. It can decide to impose the following measures on the referred member:

- Temporary ban on exercising delegated authority.
- Temporary membership suspension.
- Permanent dismissal.
- The issued decisions can be contested before the Congress (article 7 of the Statute).

### 1.6 Syndicate finances in Lebanon, France, and Tunisia

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</table>
| The syndicate’s revenues consist of:  
- Membership fees  
- Subscription fees  
- Donations, grants, and financial aid provided to the syndicate  
- Proceeds of the projects carried out by the syndicate in order to achieve its objectives (article 22 of the Rules of Procedure) | The syndicate’s revenues consist of:  
- Subscriptions  
- Membership fees  
- Extraordinary contributions determined by the Congress at the suggestion of the National Bureau, after consultation with the National Commission  
- Donations and bequests, upon approval by the National Bureau (article 15 of the Statute) | The syndicate’s revenues consist of:  
- Subscriptions  
- Donations from members  
- Unconditional grants from parties that are not opposed to media freedom  
- Unconditional public funding (article 12 of the Statute) |
1.7 Syndicates’ code of ethics in France and Tunisia

<table>
<thead>
<tr>
<th>France (Code of Ethics)</th>
<th>Tunisia (Charter of Ethics for Journalists)</th>
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</thead>
<tbody>
<tr>
<td>The National Union of Journalists in France has a code of ethics that protects the rights of journalists in exercising their profession and sets rules as to how such profession is practiced. The code of ethics sheds light on the below:</td>
<td></td>
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<tr>
<td>The Charter of Ethics for Journalists regulates the ethics of the profession. Below are some of the key clauses:</td>
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<tr>
<td>• The right of the public to access valuable, comprehensive, free, independent, and pluralistic information (reflecting different points of views), as mentioned in the Declaration of Human Rights and French Constitution. This responsibility towards citizens is a top priority.</td>
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<tr>
<td>• The journalist has the right to access information as part of their pursuit of truth and to inform the public opinion.</td>
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<tr>
<td>• The journalism profession focuses on searching for valuable information, verifying them, putting them into context, prioritizing them, commenting on them, and publishing them. Haste and exclusivity should not gain the upper hand over serious investigation and fact-checking.</td>
<td></td>
</tr>
<tr>
<td>• The journalist has the right to access information as part of their pursuit of truth and to inform the public opinion.</td>
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<tr>
<td>• The independence of journalistic work and the importance of ensuring financial and moral security to achieve this independence. This should be ensured regardless of the employment contract binding the journalist to the institution they work for.</td>
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<tr>
<td>• The journalist is free to practice his profession.</td>
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<tr>
<td>• Equal treatment for journalists who work periodically and those on a freelance basis.</td>
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<tr>
<td>• The journalist shall not be forced to carry out a task or express an opinion that is contrary to their own convictions or professional conscience, or to the principles of the code.</td>
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<td>• The journalist shall not be forced to carry out a task or express an opinion that is contrary to their own convictions or professional conscience, or to the principles of the code.</td>
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<tr>
<td>• The journalist is free to practice his profession.</td>
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<tr>
<td>• The journalist has the right to access and review all sources of information related to public issues. The protection of such sources shall be guaranteed.</td>
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<tr>
<td>• The journalist is tolerant with people who have different opinions, and this also applies on social media networks.</td>
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<tr>
<td>• The journalist works independently and does not accept any gifts or privileges in return for performing their duty.</td>
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<tr>
<td>• The journalist shall not use their profession or responsibilities for personal interests.</td>
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<tr>
<td>• The journalist refuses to adopt or sign ready-made journalistic works, but is only committed to everything that has been published under their signature and with their full approval.</td>
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<tr>
<td>• The journalist abides by professional secrecy and does not indicate the sources of their information.</td>
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</tr>
<tr>
<td>• The journalist defends the values of equality between women and men, non-discrimination, as well as the protection of individual and public freedoms.</td>
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</tr>
</tbody>
</table>
2. Suggested amendments to the Statute and Rules of Procedures for the Lebanese Press Photographers’ Syndicate

“The syndicate board may request the amendment of the Statute and the Rules of Procedure, provided it sends the draft amendment to the members of the General Assembly one month before the date of the session scheduled to review the amendment. The Statute and Rules of Procedure may not be amended except with the approval of two-thirds of the members of the General Assembly and the approval of the Ministry of Labor” (Article 85 of the Lebanese Press Photographers Syndicate’s Rules of Procedure).

2.1 The Statute

1. Adding a definition for press photographers in Article 2 as follows:
“A press photographer is a person who works regularly for one or more media institutions such as television, radio, written or digital media, or one or more press agencies, and whose main financial income comes from this work. A freelance photographer who practices this profession is also considered a press photographer.”

2. Adding the following objectives to Article 3:
- Strive for equal representation of women and men in all bodies of the syndicate.
- Respect and defend the financial and moral rights of press photographers.
- Monitor legislative or jurisprudential developments in author’s and image rights.
- Defend freedom of opinion and expression, particularly freedom of the press.
- Protect press photographers from legal violations and pressures while on duty.
- Provide legal support to press photographers.

3. Amending article 4 by adding the necessity for the syndicate and its members to abide by the principles of democracy.
The syndicate and its members are committed to upholding the Lebanese Constitution, as well as the principles of democracy, freedom, justice, and human rights.

4. Adding an article detailing the rights of press photographers.
Press photographers have the following rights:
- The right to know their rights and duties in accordance with international standards and domestic legislation.
- The right to freedom of expression.
- The right to access and publish information while adhering to the principles of the profession.
- The right to free movement throughout the country.
- The right to protect their sources.
- The right to intellectual property and the protection of their work.
- The right to financial and moral security. This right is ensured through:
- Providing photographers with training and information on how to protect themselves while on duty during conflicts or security disturbances.
- Providing photographers and their family members with insurance, when deemed appropriate, in case they suffer any harm during the exercise of their duties.
- Offering medical, psychological, and legal assistance if photographers suffer any harm during the exercise of their duties.
- Informing the security and judicial authorities whenever the rights of photographers are undermined.
- Requesting support and protection from the security forces during the exercise of their duties.
- Ensuring that photographers are not required to carry out assignments in dangerous environments with obvious threats.
- Ensuring that photographers are not forced to carry out a task or express an opinion that contradicts their own convictions or professional conscience or the principles of the code of ethics.

The syndicate may guarantee all of these rights in the collective labor contracts signed with the institutions where press photographers work.

5. **Adding an article to define the different bodies that form the syndicate:**
The syndicate’s organizational structure is composed of three bodies: the Board, the General Assembly, and the Review Board. The Board consists of twelve members who are democratically elected by the syndicate’s members. The General Assembly comprises all the syndicate members who have paid their due contributions. Lastly, the Review Board consists of three elected members. The establishment, functions, and activities of these bodies are regulated in the Rules of Procedure.

### 2.2 The Rules of Procedure

1. **Amending article 50:**
An additional responsibility shall be assigned to a member of the board to monitor the freedom of press photography in Lebanon. This member shall oversee the situation of press photography and the freedom of press photographers in the country while promoting press freedoms, freedom of opinion, expression, and the culture of human rights.

2. **Adding an article establishing syndicate branches:**
Branches of the syndicate shall be established in all institutions where members affiliated with the syndicate work. These branches shall represent the members, coordinate with the institutions to address professional, social, and economic problems facing members and work towards resolving them.

3. **Adding an article regulating the work of the review board:**
A review board shall be established within the syndicate, consisting of a president and two members, elected for a four-year term, following the rules adopted for the election of the syndicate’s board. The review board’s task is to examine objections raised by members concerning
syndicate work, such as challenging the elections, decisions made by the board and the General Assembly, membership applications rejection, and dismissal decisions.

4. Adding a code of ethics in the Rules of Procedure:
The press photography profession aims to produce and publish images that narrate events to the public while respecting their right to access valuable, complete, correct, and objective information. Therefore, press photographers shall abide by the following professional principles and ethics:

• The photographer shall defend human rights, particularly freedom of opinion and expression, as well as press freedom.
• The photographer shall respect the dignity and rights of individuals while on duty.
• The photographer shall refuse assignments that violate the profession’s principles and Code of ethics.
• The photographer shall take responsibility for their professional work, even if it is anonymously published, and shall not take credit for work that belongs to someone else.
• The photographer shall carry out their duty with independence, accuracy, honesty, and integrity.
• The photographer shall verify the authenticity and accuracy of information before publishing it.
• The photographer shall follow up on the information they publish and correct any inaccuracies that arise.
• The photographer shall reject any distortion or misrepresentation of their work.
• The photographer shall not use their position or responsibilities for personal interests.
• The photographer shall abide by professional secrecy and keep their sources confidential when deemed appropriate.
• The photographer shall refrain from engaging in practices that cause professional harm to their colleagues or prevent them from practicing press photography.
Model Contract with Clients

SKF recommends the adoption of the model contract produced in partnership with “A Culture of Safety” (ACOS) Alliance and Frontline Freelance Register, to serve as a prototype for regulating the contractual relationship between freelance photojournalists and their clients.

1. Model Freelance Publishing Agreement

The information made available in this report is not legal advice or a substitute for legal counsel. The template is intended to aid in anticipating and avoiding certain legal problems, and to provide access to information that may be useful for contributors willing to spend the requisite time to put it into practice; and users should consult with legal counsel as appropriate to ensure that agreements based on this template adequately protect their contractual rights as intended.

The information contained in the template may or may not reflect the most current legal developments, and neither ACOS Alliance nor SKF guarantee any particular results from the use of this form.

Freelance [Contribution and] Publishing Agreement (the “Agreement”), dated as of [•], by and between [•] (the “Company”) and [•] (the “Contributor” and, together with the Company, the “Parties”).

FORM OF FREELANCE PUBLISHING AGREEMENT

1. ASSIGNMENT

The Company hereby hires the Contributor to complete the assignment, and the Contributor hereby accepts such assignment, of the work described in Annex A hereto, as may be updated from time to time (the “Works”) for publication by the Company, all in accordance with the terms and conditions set forth herein. The Company shall have the right to publish or not to publish the Works in its discretion, subject to its other obligations set forth herein.

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43 The template is designed to be flexible to best suit the circumstances of a particular engagement and Company faced by the individual Contributor. Throughout, language that may not be applicable or is likely to require modification to fit the particular circumstances appears in [brackets] and may be removed or modified as needed. If there are multiple options for a provision, the option that is generally more favorable to the Contributor appears in green; an option likely to be less favorable to Contributor but more likely to address concerns of the Company appears in blue; and lastly, an option that is likely to be even less favorable to the Contributor, but in many circumstances even more likely to be found acceptable by the Company, appears in red. Where these options appear, only one should be included in the final contract. In certain circumstances, review of local counsel would be appropriate, particularly for intellectual property- or employment-related issues.
2. PAYMENT OF THE FEE

PAYMENT OPTION A: In consideration for the Contributor’s delivering the Complete Works to the Company, the Company shall pay to the Contributor an aggregate fee of $_____(the “Publication Fee”). In connection with the Publication Fee, the Contributor shall include an invoice at the time of submission of the Completed Works. The Publication Fee shall be paid within [thirty (30) days] following the receipt of such invoice. For purposes of this Agreement, the Works shall be “Complete” or shall have reached “Completion” on the first date (i) on which the Works meet the Minimum Requirements (as defined in Annex A) and (ii) that is the earlier of (a) the date on which ___ drafts of the Works have been submitted by the Contributor to the Company reasonably responsive to the Company’s proposed edits and (b) the date that is ___ days following submission of the first draft of the Works.]

PAYMENT OPTION B: In consideration for the Contributor’s having created the Works, the Company shall pay to the Contributor an aggregate fee of $_____ payable for Works (the “Publication Fee”) as follows: in connection with the Publication Fee, the Contributor shall include an invoice at the time of submission of the first draft of the Works; the Company shall pay a delivery fee equal to [60]% of the Publication Fee (the “First Delivery Fee”) within [thirty (30) days] following the receipt by the Company of such invoice, and shall pay the remaining [40]% of the Publication Fee within [thirty (30) days] following publication of the Works.

PAYMENT OPTION C: In consideration for the Contributor’s having created the Works, the Company shall pay to the Contributor an aggregate fee of $_____ payable for Works (the “Publication Fee”) in accordance with the terms of this Section 2:

A) In connection with the Publication Fee, the Contributor shall include an invoice at the time of submission of the Works.

B) Upon the Contributor’s delivery of the Works that meet the Minimum Requirements (as defined in Annex A), the Company shall have [fifteen (15) days] to determine whether or not to elect to publish the Works. If the Company elects not to publish the Works by [written] notice to the Contributor not later than on [the fifteenth (15th) day] following the receipt of the invoice submitted by the Contributor, the Company shall pay to the Contributor a “kill fee” of [80]% of the Publication Fee. Upon such notice, all rights to the Works shall revert to the Contributor.

Any acceptable contract should include the specific payment terms, including the amount and timing of payment. Four structures for payment terms are provided here: the first does not require publication and provides for the fee to be paid when the Works meet certain minimum requirement and when a minimum number of drafts or amount of time has been completed; the second incorporates the concept of a “kill fee” by requiring partial payment on delivery and payment of the remainder on publication; and the third allows the Company to reject the Works for any reason within 15 days, subject to payment of a kill fee, and otherwise also requires partial payment on delivery and remainder on publication. The fourth structure is provided in the event of an hourly or daily rate being more applicable for the circumstances.

If there will be a different specified fee for different Works, the full exact amount should be specified herein, or in Annex A describing the scope of the assignment.

If the Company offers a flat fee for both expenses and payment for services, the amount of expenses that a Contributor expects that it will have to incur should be incorporated into this amount.
C) If the Company elects to retain the right to publish the Works in accordance with Section 2(b), then the Company shall pay a delivery fee equal to [60] % of the Publication Fee (the “First Delivery Fee”) within [thirty (30) days] following the receipt of the invoice submitted by the Contributor, and shall pay the remaining [40] % of the Publication Fee within [thirty (30) days] following publication of the Works.

[PAYMENT OPTION D:] [In consideration for the Contributor’s creation of the Works, the Company shall pay to the Contributor a[n] [daily][hourly] fee of $_____ payable for Works (the “Publication Fee”). The Contributor agrees to submit an invoice that includes a reasonably detailed description of the [days][hours] worked on no less than a [weekly] basis; and the Company agrees to pay the Publication Fee determined pursuant to such invoice within [thirty (30) days] of receiving such invoice. The anticipated dates are as follows: [*].]

[In the event that the Company does not pay the Publication Fee when it comes due, the Company agrees to pay an interest at the rate of [1 or _] % per month of such unpaid portion of the Publication Fee for each month of delay, payable at the time when payment of the applicable unpaid portion of the Publication Fee is paid.] 47

3. EXPENSES48

[EXPENSES OPTION A:] [The Parties shall mutually agree to an expense budget based on a proposal therefore submitted by the Contributor, including any amounts reasonably necessary to account for contingencies (as provided as Annex C of this Agreement,) the “Budget”), and the Company shall advance [100 or__] % of aggregate amount set forth in the Budget to the Contributor, prior to commencing work on the Works, for use by the Contributor to pay expenses specified in such Budget, as well as other incidental expenses incurred in connection with the creation of Works of the type described in Annex B. The Contributor shall submit to the Company a report of expenses incurred with documentation thereof that is reasonably available under the circumstances, within [thirty (30) days] after [incuring such expenses]/[completion of the fieldwork required for creation of the Works]. The Company shall reimburse the Contributor for the amount, if any, that the expenses exceed the Budget within [thirty (30) days] after the Contributor’s submission of the expense documentation. In the event that the Budget exceeds the actual expenses, the Contributor shall reimburse the Company for the amount that the portion of the Budget advanced exceeds actual expenses, within [thirty (30) days] after the Company provides instructions for payment.]

[EXPENSES OPTION B:] [The Company shall reimburse the Contributor for all expenses that it incurs in connection with the creation of the Works of the type described in Annex B,49 so long as the Contributor submits a report of such expenses to the Company within [thirty (30) days] after

47 This late fee provision can be added to any of the options above.
48 An acceptable contract should include the process for reimbursement of expenses. In a case in which an advance payment of expenses may be required, the second alternative should be used.
49 Annex B should specify all categories of reimbursable expenses to the level of specificity that is acceptable to both parties.
[incurring such expenses]/[submitting the Works] with documentation thereof that is reasonably available under the circumstances. The Company shall pay such reimbursement within [thirty (30) days] after the Contributor’s submission of such expense report.]

[If the Company shall fail to timely pay such reimbursement, the Company agrees to pay an interest at the rate of [1 or _] % per month of the due and unpaid expenses for each month of delay.]50

4. INSURANCE51

[INSURANCE OPTION A:] [The Company shall enroll the Contributor [and the individuals listed on Annex B (the “Team”), who shall support the Contributor in creating the Works] in a [Travel Assistance Program] maintained by the Company through [insert provider (i.e., ACE)] and ensure that the Contributor [and the Team are]/[is] entitled to all benefits of such policy, including [the emergency medical services provided under such insurance policy,] on the same terms as provided to employees of the Company.] [The Company shall also enroll the Contributor and the Team in a kidnap and ransom insurance that covers the perils of kidnap, extortion, wrongful detention, and hijacking through [insert provider]].

[INSURANCE OPTION B:] [The Contributor shall be responsible for procuring any travel and emergency insurance policy that the Contributor determines is appropriate, in connection with producing the Works to cover the Contributor and any other individuals assisting the Contributor whom the Contributor deems appropriate for coverage. The cost to the Contributor, of such insurance coverage that is reasonably attributable to the Works, shall be included as an expense for [advance/reimbursement] in accordance with Section 3.]

[INSURANCE OPTION C:] [The Contributor shall be responsible for procuring any travel and emergency insurance policy that the Contributor determines is necessary in connection with producing the Works, and the Contributor shall be responsible for any expenses in connection with such insurance, the cost of which (estimated by Contributor to be approximately $____) has been taken into account in agreeing to the Publication Fee.]
5. CONFIDENTIALITY & DOCUMENT RETENTION OBLIGATIONS

A) If the Contributor advises his/her editor of any agreement to maintain the confidentiality of a source, the Company shall maintain the confidentiality of such source except to the extent prohibited by applicable law. In determining whether the Company should be prohibited from maintaining the confidentiality of a source by applicable law, the Company may rely on the advice of its competent external legal counsel. In the event that the Company determines that it is prohibited from maintaining the confidentiality of a source, the Company shall notify the Contributor of such determination as soon as reasonably practicable.

B) [RETENTION OBLIGATION OPTION:] [The Contributor and the Company each agree to retain his/her research and source material, including notes and/or tapes of interviews and all other files and documents gathered and relied upon in the preparation of the Works for a period of one year after the date of first publication of the Works to assist the defense in the event of a lawsuit related to the Works.]

6. OWNERSHIP

[Except for the rights expressly licensed herein to the Company, as between the Contributor and the Company, the Contributor owns and shall retain all right, title, and interest in and to the Works, including all copyrights.]

[WORK FOR HIRE OPTION][53] [The Company will own all right, title, and interest in and to the Works as works made for hire, including, without limitation, any and all registrations, applications, copyrights, renewals, extensions, restorations, and reversions, and all other proprietary and intellectual property rights in the Works in the Works, as well as the right to collect all revenue from the Works, and the right to sue, counterclaim, and recover for all past, present, and future violations of the Works, and all rights corresponding to any of these rights throughout the world (collectively, “All Rights in the Work”). If any copyright or other proprietary and intellectual property rights in the Works

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52 The Agreement should not provide for indemnification of the Company for legal exposure related to the Works. In the event the Company requires such an indemnification clause, the Contributor’s indemnification should be as limited as possible (e.g., only to “finally adjudicated” claims arising from limited matters). If the Company insists on certain protection regarding the Works, consider instead agreeing to appropriate tailored and knowledge qualified representations that the Contributor is comfortable giving. These may include some of the following:

[Representations & Warranties. The Contributor represents and warrants that, to the Contributor’s knowledge, at the time the Contributor delivers the Works to the Company, (a) the Contributor will be the sole owner of the Works and has the exclusive right, power and authority to make the grant of rights set forth in this Agreement; (b) the Works will not infringe upon any copyright or other proprietary right of any third party; (c) if the Works consist of an interview, photograph or likeness of any subjects, the Contributor will have obtained written permission from each reasonably identifiable person in the Works to use their name or likeness, as applicable; (d) no factual statements in the Works will be false or inaccurate in any material respect; and (e) the Works will not knowingly or intentionally defame, libel, or slander any person or entity. The Contributor shall reasonably cooperate with the Company with respect to any claim threatened or made against the Company with respect to any item of the Works.]

53 The Contributor should consider whether there is any feasible alternative to a work-made-for-hire arrangement before agreeing to it. If this option is used, Section 7 will not be applicable.
are deemed not to constitute works made for hire, this Agreement will automatically constitute an assignment from the Contributor to the Company of All Rights in the Works. The Company hereby grants to the Contributor, and the Contributor here accepts, a non-exclusive, worldwide, [transferable, and sublicensable] right and license to reproduce, distribute, modify, create derivative works of, publicly display, and publicly perform the Works [in marketing and business development materials that the Contributor distributes to document its professional activities; for teaching purposes; for inclusion in full or in part in a thesis or dissertation]. [In its use of the Works pursuant to this license from the Company, the Contributor shall identify the Company as the owner of the copyrights in the Works.]

7. LICENSING AND EXCLUSIVITY

A) Subject to the terms and conditions of this Agreement, including, without limitation, Section 7(b), the Contributor hereby grants to the Company, and the Company hereby accepts, an exclusive, [worldwide,] non-transferable, and non-sublicensable right and license to first reproduce, distribute, modify, create derivative works of, publicly display, or publicly perform the Works [in any medium now known or hereafter devised] [in a print periodical; in all digital and online publishing formats; in podcasts, radio, and television programming] [in the English language] [for an editorial, non-commercial purpose] (collectively, “Publish”; a “Publication” is any instance of reproduction, distribution, modification, creation of a derivative work of, public display, or public performance of the Works), which exclusivity lasts until the earlier of (i) [sixty (60) days] following the date in which the Works are first Published by the Company, and (ii) [• months] following [Completion of the Works]/[submission by the Contributor of the Works, in a manner satisfying the Minimum Requirements] (the “Exclusivity Period”); provided that the Company provides appropriate credit to the Contributor in any Publication of the Works].

B) The Company shall have the right to modify and create derivative works of the Works only as provided in this Section 7(b). The Company may make copy edits to correct grammatical, spelling and typographical errors without the Contributor’s review and consent. All other modifications of the Works require the Contributor’s review and consent, which the Contributor may grant or withhold in its discretion.

C) In the event that, prior to the initial Publication of the Works, the Company requests the Contributor’s cooperation in a permitted modification or creation of a derivative work of the Works and such process extends for more than either __ drafts or __ weeks following the initial submission of the Works that satisfies the Minimum Requirements, the Publication Fee shall be increased by $___ per day following such time, plus additional expenses in accordance with Section 3, if applicable, as consideration for the Contributor’s additional contributions to the Works; provided that such increase in the Publication Fee shall not be applicable in any case in which the Contributor is primarily responsible for a delay that substantially extends the process of modifying the Works or of creating a derivative work thereof.

54 Section 7(a) includes options for describing the media in which the Publisher has the right of first Publication.
D) Following the initial Publication of the Works, if the Contributor consents to modification or creation of a derivative work of the Works [consisting of Publication of the Works in a language other than English], the Company shall pay the Contributor a fee equal to [$/__]/[__%] of the Publication Fee or such other amount on which the Parties agree, whether or not the Company requests the Contributor’s cooperation in such modification or creation of such derivative work. If the Company does request the Contributor’s cooperation in such modification or creation of such derivative work, the Company shall also compensate the Contributor for its additional contributions to the Works in the amount of [$/__ per day, plus additional expenses in accordance with Section 3, if applicable].

E) The Company, without additional compensation to the Contributor, may display the Works on the Company’s website in the format in which the Company first Published the Works indefinitely. [Other than displaying the Works on the Company’s website in the format in which the Company first Published the Works and Publishing a modification or derivative work of the Works, which is governed by Sections 7[(b)-(d)], in the event the Company wishes to Publish the Works following the expiration of the Exclusivity Period, the Company shall pay the Contributor an additional fee equal to [$/__]/[__%] of the Publication Fee. Any such Publication requires the express written consent of the Contributor, which the Contributor may grant or withhold in its discretion.]55

F) [In the event the Company wishes to Publish the Works for a non-editorial, commercial purpose, the Company and the Contributor shall negotiate the terms for such use in good faith. For the avoidance of doubt, the Company will not be permitted to so Publish the work without reaching such an agreement with the Contributor.]

G) [The Company shall have the right to use [the Works or any portion thereof and] the Contributor’s name, as well as the Contributor’s pre-approved image, likeness and biographical information, in connection with any advertising or promoting of the Works.]

H) Without the express written consent of the Company, the Contributor shall not Publish or allow anyone else to Publish the Works for any purpose until the Exclusivity Period [in [[insert scope of applicable territory]] has expired.

I) Following the expiration of the Exclusivity Period [and with appropriate credit to the Company as the initial publisher], the Contributor may exercise any and all rights in the Works, including granting to third parties the right to exercise any or all of the rights reserved to the Contributor as the owner of the copyrights in and to the Works.

55 As drafted, the Company may keep the Works on the website only if the Company has published them. If the Company wishes to publish the Works after the end of the exclusivity period, the Company should go back to the Contributor for permission. The exclusivity period may end without publication of the Works, and the Contributor may have found another publisher to which it has given some type of exclusivity. If the Company has published the Works and wants to publish them again, it should get the Contributor’s permission to do so. It may be that the derivative work provisions do not apply because the work will not be changed (for example, the publisher may want to include a newspaper story in a collection of the most important stories of the year). It may also be that the publisher needs a broader license because its original license was limited by medium. In either case, going back to the Contributor for its permission will allow the parties to work out the necessary arrangements.
8. NON-COMPETE

[NON-COMPETE OPTION:] The Contributor has not sold or agreed to sell any rights in the Works that would conflict with the rights granted to the Company. The Contributor has not and shall not, without the Company’s prior written consent, license or permit any other person to Publish the Works or any other articles written by the Contributor on [insert appropriate description of the scope of the covered topic or, e.g., event or interview on which it is based] and in [insert appropriate description of the scope of the medium and territory that will be restricted] until [the earlier of (i) [forty-five (45) days] following the date on which the Works are first Published by the Company and (ii) [__ months] following [Completion of the Works]/[submission by the Contributor of the Works, provided that the initial submission of the Works satisfies the Minimum Requirements]]/[the expiration of the Exclusivity Period].

9. MISCELLANEOUS

A) This Agreement and all rights and obligations of the parties in connection herewith shall be governed by the laws of the United Arab Emirates. The courts of the United Arab Emirates shall have the sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or related to this Agreement. In any such action or proceeding, service of process upon the parties may be accomplished by sending such process in the manner specified herein for the giving of notice.

B) In the event of the delayed payment of any Publication Fee or other amount owed by the Company to the Contributor, the Contributor may, but is not obligated to, notify [name] in the Company’s finance department (as provided, together with those individuals identified in Section 9(d) and 9(e), in the attached Annex D) and the Company shall take appropriate steps to remedy such delayed payment. For the avoidance of doubt, in the event of breach of this Agreement, the Contributor is entitled to pursue all available remedies under applicable law.

C) The Contributor acknowledges, and the Company agrees, that in performing services pursuant to this Agreement, the Contributor shall be acting, and shall act at all times, as an independent contractor only, and not as an employee, agent, partner, or joint venturer, of, or with the Company, or any of its affiliates. Except for the payments and benefits specifically provided pursuant to this Agreement, the Contributor acknowledges that the Contributor is and shall be solely responsible for the payment of all federal, state, local, and foreign taxes that are required by applicable laws or regulations to be paid, with respect to all payments and benefits payable or provided hereunder (including, without limitation, the Fee). Further,

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56 The Company may request a limitation on contributing to any competing publication, with no qualifications regarding topic or subject matter. The Contributor should consider rejecting this request if he or she reasonably expects to work with any of those publications within the time period specified. The descriptions of the scope of the covered topics, media or territory should be defined as narrowly and with as much specificity as possible.

Ideally, the scope of the non-compete will be limited to the story itself, rather than the topic generally. The scope of the non-compete should be factored into both the fee provided and the exclusivity offered.
the Contributor understands that [with the exception of the insurance coverage provided pursuant to Section 4], the Contributor shall not be entitled to participate in or to accrue benefits under any benefit plan available to Company employees.

D) The Company shall evaluate the Contributor and the Contributor’s Works without regard to the Contributor’s race, color, religion, national origin, disability, sex, age, marital status, sexual orientation, gender identity, gender expression, genetic information, liability for service in the armed forces of the United States or any other unlawful criterion or circumstance. In the event that the Contributor suspects a violation of this Section 10(d), the Contributor may contact [position], currently held by [name], in the Company’s human resources department to discuss anonymously such suspected violation and the Company shall act in accordance with its procedures applicable to employees for violations of any similar Company policy.

E) The Company shall undertake commercially reasonable efforts to respond promptly to all requests submitted by the Contributor for information or approvals in connection with this Agreement. The Contributor agrees to make such requests [in writing via email]57 to the attention of [name] in the Company’s [*] department. In the event the Contributor makes a reasonably detailed request of the Company (including, but not limited to, request for additional expense reimbursement), and the Company does not respond to such request in [2] business days, the request shall be deemed accepted by the Contributor and the Company for all purposes under this Agreement.

F) [TERMINATION OPTION][ Either Party may terminate this Agreement by giving [thirty (30) days] written notice to the other Party. For the avoidance of doubt, upon termination of this Agreement, the parties shall continue to be responsible for [any portion] of the Publication Fee that is payable at the time of such termination as set forth in Section 2, [and any expenses incurred or return of advance not spent pursuant to Section 3].]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

57 This can be modified to provide the most appropriate method of communication for the specific circumstances.
2. Appendices to the Model Contract

ANNEX A: DESCRIPTION OF THE WORKS

The Works:

[Specify the scope of the assignment, including, if applicable, the platforms contemplated for the Works]

Due Date:

The initial submission is due on [date], unless such due date is extended by the mutual agreement of the Parties. [In the event such extension is greater than [•] [days/weeks] [at the request of the Company], the Company agrees to increase the fee by [•] % per [day/week] of delay.]

Minimum Requirements:

The following are the Minimum Requirements that must be met for the initial submission of the Works: [describe the minimum requirements, such as number of words, number of photos, length of video, or other objective measures agreed upon by the Parties; the minimum requirements may vary, based on the payment structure and on whether they are the minimum requirements of submission or for completion].

[In addition, notwithstanding the foregoing, the Works shall not meet the Minimum Requirements if the Works do not fulfill the Company’s reasonable professional journalistic standards; provided, [that the Company acknowledges that the first draft of the Works submitted by the Contributor shall be measured based on the standards reasonably applied to a first-draft submission and, provided further,] that the Contributor shall be provided notice of, and a reasonable opportunity to cure, any defect in the Works that would cause the Works not to meet the Company’s reasonable professional journalistic standards.]

ANNEX B: THE TEAM

ANNEX C: BUDGET

ANNEX D: CONTACT LIST

For editorial inquiries: [•]
For financial inquiries: [•]
For HR inquiries: [•]
For all other inquiries: [•]

58 Annex should list the expected budget plus all possible expenses for which expense reimbursement could be sought, with the expectation that the Company may seek to limit the scope.
Annexes

Annex 1 - Interview Questions

Section 1. General Information

1. Are you a freelancer or an employee?
   - Freelancer
   - Employee
     - Do you work with one institution or more?
     - Both (an employee that works as a freelancer too)

2. Nationality
   - Lebanese
   - Other, specify:

3. Gender
   - Man
   - Woman
   - Prefer not to answer

4. Age range
   - 18 - 25 yo
   - 26 - 40 yo
   - 41 - 64 yo
   - Above 64 yo
   - Prefer not to answer

5. Are you a videographer or a photographer?
   - Videographer
   - Photographer
   - Both

6. For how long have you been working as a photojournalist in Lebanon?
   - Less than a year
   - 1 - 3 years
   - 3 - 6 years
   - 6 - 9 years
   - 9 - 12 years
   - More than 12 years
Section 2. Questions on social and economic rights

7. **To the freelancer:** Do you usually sign a written contract/agreement with the party you are working with? Kindly justify your answer.
   - Yes
   - No

   **Justification:**
   The interviewer would ask for elaboration to ensure sufficient explanation is given. For instance, if the respondent answered “no” and the justification was centered on the other party’s will, the interviewer might ask “and did you try to convince them or fight for having a written contract/agreement?”

   - If you answered “yes”, could you send us the sample? If not, could you please give us a brief overview of its components?

**To the employee:** Do you currently have a written contract/agreement with the institution you are employed at? Kindly justify your answer.
   - If it is verbal, how do you guarantee your rights in case of arbitrary dismissal or if the institution did not fulfill its legal obligations?
     - Yes
     - No

   **Justification:**
   The interviewer would ask for elaboration to ensure sufficient explanation is given. For instance, if the respondent answered “no” and the justification was centered on the other party’s will, the interviewer might ask “and did you try to convince them or fight for having a written contract/agreement?”

   - If you answered “yes”, could you send us the sample? If not, could you please give us a brief overview of its components?

8. Do you know what your social and economic rights are, in Lebanon, as a photojournalist?
   - Yes
   - No
   - If you answered “yes”, what are these rights, to your knowledge?

9. Do you have private insurance?
   - Yes
   - No
   - Prefer not to answer
   - If you answered “yes”, does it protect you from injuries during work?

10. On a scale of 1 to 10, how would you rate the provision of your social and economic rights? Kindly elaborate.
   ... / 10
   Elaboration:
11. Do you get paid in fresh USD or LBP?
   - Fresh USD
   - LBP
   - Other (LBP/USD on a specific rate)
   - Prefer not to answer
     - Does the payment align with the current economic crisis and the lira devaluation? Were there any adjustments to the salaries of photojournalists who were getting paid in LBP, after the crisis?

12. How much do you get paid per project?
   Is your transportation covered?
   Are your phone bills and internet covered?

13. Do you consider that amount fair?
   Is there a specific price list that international institutions or photojournalists take into account when pricing a photo / video?

14. Do you use your personal equipment (camera) or that of the institution (or other party)?
   If you answered “personal”, does the institution (or other party) repair it if damaged during work?

15. Have you ever been a victim of racism or discrimination? If so, could you describe to us what happened?
   - Yes
   - No
   If “yes” - explanation:

16. **To the employee:** Is the institution local or international?
   - Local
   - International
   - Prefer not to answer

   **To the freelancer:** How do you usually find projects and sell your products?

17. Does the syndicate play a role in protecting and defending photojournalists’ rights in Lebanon?
   - Yes
   - No

18. Comments / Suggestions
Annex 2 - List of 42 ILO Conventions Ratified by Lebanon and In Force

**Fundamental**

<table>
<thead>
<tr>
<th>Convention</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C029 - Forced Labour Convention, 1930 (No. 29)</td>
<td>01 Jun 1977</td>
</tr>
<tr>
<td>C098 - Right to Organise and Collective Bargaining Convention, 1949 (No. 98)</td>
<td>01 Jun 1977</td>
</tr>
<tr>
<td>C100 - Equal Remuneration Convention, 1951 (No. 100)</td>
<td>01 Jun 1977</td>
</tr>
<tr>
<td>C105 - Abolition of Forced Labour Convention, 1957 (No. 105)</td>
<td>01 Jun 1977</td>
</tr>
<tr>
<td>C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111)</td>
<td>01 Jun 1977</td>
</tr>
<tr>
<td>C138 - Minimum Age Convention, 1973 (No. 138)</td>
<td>10 Jun 2003</td>
</tr>
<tr>
<td>Minimum age specified: 14 years</td>
<td></td>
</tr>
<tr>
<td>C182 - Worst Forms of Child Labour Convention, 1999 (No. 182)</td>
<td>11 Sep 2001</td>
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</tbody>
</table>

**Governance (Priority)**

<table>
<thead>
<tr>
<th>Convention</th>
<th>Date</th>
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<tbody>
<tr>
<td>C081 - Labour Inspection Convention, 1947 (No. 81)</td>
<td>26 Jul 1962</td>
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<tr>
<td>C122 - Employment Policy Convention, 1964 (No. 122)</td>
<td>01 Jun 1977</td>
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**Technical**

<table>
<thead>
<tr>
<th>Convention</th>
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<tr>
<td>C001 - Hours of Work (Industry) Convention, 1919 (No. 1)</td>
<td>01 Jun 1977</td>
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<tr>
<td>C014 - Weekly Rest (Industry) Convention, 1921 (No. 14)</td>
<td>26 Jul 1962</td>
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<tr>
<td>C017 - Workmen's Compensation (Accidents) Convention, 1925 (No. 17)</td>
<td>01 Jun 1977</td>
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<tr>
<td>C019 - Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19)</td>
<td>01 Jun 1977</td>
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<tr>
<td>C026 - Minimum Wage-Fixing Machinery Convention, 1928 (No. 26)</td>
<td>26 Jul 1962</td>
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<tr>
<td>C030 - Hours of Work (Commerce and Offices) Convention, 1930 (No. 30)</td>
<td>01 Jun 1977</td>
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<tr>
<td>C045 - Underground Work (Women) Convention, 1935 (No. 45)</td>
<td>26 Jul 1962</td>
</tr>
<tr>
<td>C052 - Holidays with Pay Convention, 1936 (No. 52)</td>
<td>26 Jul 1962</td>
</tr>
<tr>
<td>Code</td>
<td>Convention Description</td>
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<tr>
<td>--------</td>
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<tr>
<td>C059</td>
<td>Minimum Age (Industry) Convention (Revised), 1937 (No. 59)</td>
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<td>C071</td>
<td>Seafarers' Pensions Convention, 1946 (No. 71)</td>
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<tr>
<td>C077</td>
<td>Medical Examination of Young Persons (Industry) Convention, 1946 (No. 77)</td>
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<tr>
<td>C078</td>
<td>Medical Examination of Young Persons (Non-Industrial Occupations) Convention, 1946 (No. 78)</td>
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<tr>
<td>C088</td>
<td>Employment Service Convention, 1948 (No. 88)</td>
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<td>C089</td>
<td>Night Work (Women) Convention (Revised), 1948 (No. 89)</td>
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<td>C090</td>
<td>Night Work of Young Persons (Industry) Convention (Revised), 1948 (No. 90)</td>
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<td>C095</td>
<td>Protection of Wages Convention, 1949 (No. 95)</td>
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<td>C106</td>
<td>Weekly Rest (Commerce and Offices) Convention, 1957 (No. 106)</td>
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<tr>
<td>C115</td>
<td>Radiation Protection Convention, 1960 (No. 115)</td>
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<tr>
<td>C120</td>
<td>Hygiene (Commerce and Offices) Convention, 1964 (No. 120)</td>
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<tr>
<td>C127</td>
<td>Maximum Weight Convention, 1967 (No. 127)</td>
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<tr>
<td>C131</td>
<td>Minimum Wage Fixing Convention, 1970 (No. 131)</td>
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<tr>
<td>C136</td>
<td>Benzene Convention, 1971 (No. 136)</td>
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<td>C139</td>
<td>Occupational Cancer Convention, 1974 (No. 139)</td>
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<tr>
<td>C142</td>
<td>Human Resources Development Convention, 1975 (No. 142)</td>
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<tr>
<td>C148</td>
<td>Working Environment (Air Pollution, Noise and Vibration) Convention, 1977 (No. 148)</td>
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<tr>
<td>C150</td>
<td>Labour Administration Convention, 1978 (No. 150)</td>
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<tr>
<td>C152</td>
<td>Occupational Safety and Health (Dock Work) Convention, 1979 (No. 152)</td>
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<tr>
<td>C159</td>
<td>Vocational Rehabilitation and Employment (Disabled Persons) Convention, 1983 (No. 159)</td>
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<tr>
<td>C170</td>
<td>Chemicals Convention, 1990 (No. 170)</td>
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<tr>
<td>C174</td>
<td>Prevention of Major Industrial Accidents Convention, 1993 (No. 174)</td>
</tr>
<tr>
<td>C176</td>
<td>Safety and Health in Mines Convention, 1995 (No. 176)</td>
</tr>
</tbody>
</table>

*In accordance with Standard A4.5 (2) and (10), the Government has specified the following branches of social security: sickness benefit, maternity benefit, family benefit and old-age benefit.

Amendments of 2014 to the MLC, 2006 18-Jan-2017