

Outsourcing Agreement for covering the war In Lebanon

This Outsourcing Agreement for (the Agreement), is effective as of the (date) th of (month) 2024.

Between:

1- Parties to the agreement

First Party (The client - Media Outlet):

- Name:
- Represented by:
- Address:
- Phone number:
- Email:

And:

Second Party (The Service Provider - Photographer, journalist, reporter, fixer, producer):

- Name:
- Address:
- Phone number:
- Email:

2- Recitals:

WHEREAS, the “**First Party**” is a Media outlet interested in covering the ongoing war in Lebanon.

WHEREAS, the “**Second Party**” is a freelance journalist/ photojournalist/ reporter/ fixer is willing to perform the covering.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

3- Scope of the agreement

To cover from the (date) th of (month) 2024 to the (date) th of (month) 2024 in:

- ☐ The areas considered as non-war zone (safe areas till the moment)
- ☐ The areas considered as war zones (South of Lebanon, Bekaa, Southern of Beirut - Dahieh...)

4- Terms of payment:

☐ The payment on a daily basis of:

- (sum) in non-war zone
- (sum) in war zone

* An extra charge rate of (sum) will be applied if the shooting time exceeds 8 hours per day.

☐ The payment by lump sum on report of:

- (sum) in non-war zone
- (sum) in war zone

*The daily or lump sum allowance is estimated based on the type of work, its nature, location, and degree of danger, and also based on the media organization requesting the work.

*The payment should be in cash or bank transfer or online transfer within 5 days of the submission of the service.

5- Obligations of the Client

The Client undertakes the follows:

- ☐ To cover all expenses including accommodation and transportation.
- ☐ To provide the service provider with equipment, life and medical insurance.
- ☐ To provide international standard helmet and vest to the service provider.
- ☐ To provide accommodation at the gathering point of the journalists in war zone (South and Bekaa) if filming time exceeds 5 pm due to the danger of the road at night.

6- OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

Upon termination or expiration of this Agreement for any reason, Service provider shall deliver to Client any and all copies of such work made, and modifications and derivative works based thereon, in whatever form or medium. Service provider acknowledges and agrees that Client shall be considered as owner and inventor of all copyrights, trade secrets, inventions, proprietary rights and intellectual property contained. Service provider warrants that no other copies of any of the work exist on the date hereof.

7- Compliance with Laws

This Agreement shall be governed and construed in accordance with the laws in force in Lebanon.

8- Applicable law

By agreement between the parties and regardless of the place of performance of the agreement, the agreement, its conclusion, performance, ending and interpretation are specifically subject to Lebanese LAW.

9- Force Majeure

Neither Party shall be held liable to the other Party for non-performance or delay in performance of an obligation hereof following the occurrence of a case of force majeure usually recognized as force majeure by Lebanese jurisdictions.

10- Entire Agreement

This Agreement represents the entire agreement between the "Client" and the "Service Provider" in respect of its subject matter and supersedes all previous representations, understandings, agreements and arrangements.

No amendment or waiver of any provision of this Agreement will in any event be effective unless it is in writing and signed by the "Client" and the "Service Provider".

11- Governing Law

This Agreement shall be construed and enforced according to the Lebanese laws and any dispute under this Agreement must be brought in this venue and no other.

12- Conclusion and Acceptance

This agreement is made in duplicate of the same terms in every respect,

IN WITNESS WHEREOF, the parties having acknowledged and understood thoroughly the terms herein contained and seen that they are consistent with their intentions subscribed their names and seals and retained one copy each.

[Signatures to follow on the next page]

On behalf of First Party:

Date: / /2024

Representative Name:

Signatur
e

Second Party:

Name:

Signature
