

## ***The Harvard Crimson*** **Confidentiality Agreement**

As an editor or staff member of, or contributor to, the Harvard Crimson (The "Crimson"), you  
Theodore Liu ("You"), may be exposed to Confidential Information or Sensitive Information (defined below). Such information is of great importance to The Crimson, and The Crimson requires all editors, staff members, contributors, and other Crimson representatives (each, a "Crimson Representative") to treat Confidential Information and Sensitive Information in the manner described below.

In exchange for your involvement with The Crimson, You agree as follows:

### ***1. Definition of Confidential Information & Sensitive Information.***

"Confidential Information" means any information, in any form, that relates to (i) The Crimson's business and marketing strategies; (ii) the identity of The Crimson's subscribers, readers, advertisers, and vendors; (iii) the terms of any contracts between The Crimson and any third party; (iv) financial information, including, without limitation, pricing arrangements between The Crimson and its advertisers and vendors; (v) information that has been designated as "Confidential" by the President of the Crimson; (vi) documents, files, recordings, electronic databases, or other media containing any information within the scope of subparagraphs (i) through (v), including, without limitation, memoranda, subscriber and advertising lists, email messages, electronic storage devices, handwritten or computer-generated notes, video and audio recordings, and correspondence.

"Sensitive Information" means any information, in any form, that relates to (i) files that Crimson Representatives have created, maintained, or used in performing their duties for The Crimson; (ii) information obtained as a result of any interview that You or any Crimson Representative has conducted in the course of his/her involvement with The Crimson; (iii) information regarding the subject matter of any articles or stories that You have discussed during your tenure at The Crimson as a subject for possible publication in The Crimson, or that The Crimson intends to publish, may publish, or has considered publishing; (iv) information that has been designated as "Sensitive" by the President of the Crimson; (v) documents, recordings, electronic databases, or other media containing any information within the scope of subparagraphs (i) through (iv), including, without limitation, memoranda, email messages, electronic storage devices, handwritten or computer-generated notes, video and audio recordings, and correspondence.

The terms "Confidential Information" and "Sensitive Information" do not include any information that has already been published by The Crimson, or which The Crimson has voluntarily disclosed to the public without restriction, or which is otherwise known to the public at large.

### ***2. Restrictions on Use of Confidential Information & Sensitive Information.***

During your involvement with The Crimson and thereafter, You shall not use or disclose any Confidential Information or Sensitive Information other than in connection with your work for The Crimson. You shall use any such information only as necessary to perform your duties for The Crimson.

In addition, You shall not directly or indirectly disclose Confidential Information to anyone outside of The Crimson (whether by private communication, public address, publication, or otherwise) or to anyone within The Crimson who has not been authorized to receive such information, except as directed in writing by an authorized representative of The Crimson. You shall not prepare or assist in the preparation of any

article, story, or other report that pertains in any way to any topic with respect to which You have used, developed, or had access to any Confidential Information.

Upon termination of your tenure at The Crimson, You must return to The Crimson all materials (including, without limitation, documents, video and audio recordings, notes, and external drives) that You created, gathered, or used during the course of Your involvement with The Crimson.

### **3. Legal Orders.**

In the event that You receive a request to disclose any Confidential Information or Sensitive Information under any subpoena, order from the administration of Harvard College, or otherwise, You will (i) promptly notify The Crimson in writing thereof; (ii) consult with The Crimson about the advisability of taking steps to resist or narrow such requests, which steps may be undertaken by The Crimson; and (iii) if disclosure is required or deemed advisable, cooperate with The Crimson in any attempt that it may make to obtain an order or other reliable assurances that appropriate treatment will be afforded to the Confidential Information or Sensitive Information.

### **4. Other.**

This agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes all previous agreements between the parties as to the subject matter hereof. Your breach of this agreement may subject You to expulsion from The Crimson, and could also expose You to civil or criminal liability. No change, alteration, or modification of this agreement may be made except in a written agreement signed by the President of The Crimson and You. The failure of The Crimson to enforce, or a delay by The Crimson in enforcing, any of its rights shall not be deemed a waiver or a modification of this agreement. This agreement shall be governed by the laws of the Commonwealth of Massachusetts. You agree that any claim against The Crimson must be brought in the federal or state courts in the Commonwealth of Massachusetts.

Please sign and return the original of this agreement to the President, your Comp Director, or your Board Chair, and save a copy for your records.

Agreed to by:

Signature:	<u>Theodore Liu</u>
Name (please print):	<u>Theodore Liu</u>
Permanent address:	<u>2108 Peaceful Valley Parkway</u> <u>Waunakee, WI 53597</u>
Email address:	<u>theodore_liu@college.harvard.edu</u>
Date:	<u>March 14, 2017</u>

## **Acceptable Use Policy**

### **Philosophy**

To help promote the professionalism of The Harvard Crimson ("Crimson") and to facilitate the contacting of editors for journalistic and business purposes, The Crimson has elected to give each of its active editors his or her unique official Crimson email account ("Crimson Email Accounts"). The Crimson is committed to ensuring that its editors operate lawfully and with a deep sense of integrity, both journalistically and otherwise, which becomes all the more important when representing The Crimson in an official capacity. This Acceptable Use Policy ("AUP") is designed to help achieve these goals. This copy is provided for your records, and you should keep it handy for ready reference.

The Crimson reserves the right to change or modify this AUP at any time. Any modifications shall become effective immediately. Additionally, any individual Crimson Email Account may be suspended by The Crimson, in its sole discretion, with or without advance warning and with or without cause.

### **Scope of AUP**

This AUP governs any and all use of Crimson Email Accounts.

### **Use and Termination of Crimson Email Accounts**

Crimson Email Accounts should be used predominantly, if not exclusively, for purposes related to the Crimson which include, but are not limited to, emailing internal Crimson lists, potential clients, and/or sources.

E-mail access will be terminated when the Crimson Email Account holder terminates his or her association with the Crimson.

### **Code of Conduct.**

The following activities are deemed inappropriate uses of Crimson Email Accounts:

Unlawful Activities: Crimson Email Accounts shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Inappropriate Communication: Crimson Email Accounts are strictly forbidden from being used in inappropriate communication, which includes, but is not limited to, sexually explicit, obscene, harassing, and/or threatening emails.

Journalistic Breaches: Crimson Email Accounts may not be used to facilitate actions that constitute journalistic ethical breaches that could jeopardize the reputation of the Crimson, including, but not limited to plagiarism, copyright infringement, libel, slander, and

defamation.

Spam: Crimson Email Accounts may not be used in spamming of any sort, be it to Crimson editors or to those outside The Crimson.

Online Signups: Crimson Email Accounts may not be used to sign up for any organization or service online unless it is directly connected to the job of the Crimson editors.

### **Violations**

Crimson editors who violate this AUP are subject to a range of sanctions, including, but not limited to:

1. Suspension or revocation of the Crimson Email Account;
2. Suspension of their status as an editor;
3. Termination of their employment at The Crimson; and/or
4. Legal action according to applicable laws.

If The Crimson discovers or has good reason to suspect activities that do not comply with applicable laws or this AUP, the applicable Crimson Email Account may be retrieved and used to document the activity in accordance with due process. All reasonable efforts will be made to notify a Crimson Email Account holder if his or her email records are to be retrieved and reviewed.

### **Reporting Misuse**

Any allegations of misuse of any of the Crimson Email Accounts should be promptly reported to the President of the Crimson.

I, Theodore Liu, acknowledge that I have read the above information and understand the consequences for a failure to comply.

Theodore Liu  
*Crimson Editor*

March 14, 2017  
*Date*

# **THE HARVARD CRIMSON**

Name of Editor/Contributor (PLEASE PRINT): Theodore Liu

## **Photo/Video Equipment Loan Agreement**

**In connection with my work for the Harvard *Crimson*,** from time to time I may request or be permitted the use of specialized photo, video, electronic, or other equipment made available to me by the Crimson, whether that equipment is owned or leased by the Crimson or by third parties. (By way of shorthand, this Agreement refers to all such equipment as “Photo/Video Equipment.”) By signing this agreement, I confirm that I will be personally responsible for the proper use and safekeeping of such Photo/Video Equipment, will use the equipment only for Crimson-related purposes, will immediately report any damage, and will return the equipment to the Crimson in good working order promptly and upon request, all as set out in further detail below.

1. Documentation of Loan and Return. I will sign out the Photo/Video Equipment in accordance with posted Harvard Crimson procedures, and will properly and accurately document my use of the equipment, including providing the date and location of my anticipated use, the date and time by which the equipment will be returned to the Crimson, and details of any peculiarities in the condition or operation of the equipment.
2. Duration and Location of Use. I will return the Photo/Video Equipment to the Crimson within 24 hours of my first borrowing it, and will not take the Photo/Video Equipment outside the Cambridge/Boston/Somerville area, unless I have received advance permission, in writing, from the Crimson’s Multimedia Chair(s).
3. Permissible Uses. I understand that the Photo/Video Equipment may only be used for authorized Crimson assignments or events unless specifically permitted otherwise, in advance and in writing, by a Board Chair. If I take the Photo/Video Equipment for any non-Crimson matter (even with permission), I will be strictly liable for any and all damage that occurs to the equipment while it is in my custody.
4. Safekeeping. I agree that I will exercise extreme care with the Photo/Video Equipment, including securing it at all times—whether it is in use or not; whether I have it in my possession or not; and whether it is physically located in the Crimson offices, on location, or elsewhere. This includes my obligation to adequately protect the Photo/Video Equipment from weather; to use the equipment strap (where applicable); and not to leave the equipment unattended or in a place or position that may render it susceptible to damage or theft. I understand that I am responsible for any damage to the Photo/Video Equipment while it is in my custody, and that I may be required to pay for its repair or replacement if it is lost or destroyed.

5. Proper Use. I will use the Photo/Video Equipment properly to the best of my ability. If the equipment malfunctions or sustains any damage, I will report the issue immediately—and in any event within 12 hours—to the appropriate Board Chair. All repairs to the device must be authorized by the appropriate Board Chair, and I will be responsible for any damage or loss of warranty coverage that results from unauthorized repairs.
6. Authorized Users; Theft. Unless I obtain the appropriate Board chair's written permission in advance, I will not allow the device to be used by anyone other than myself. If the device is stolen, I will report the theft to the Board Chair as soon as the theft is discovered, and I will provide the Crimson with a police report documenting the theft of the device. I will pay the replacement costs for the device if I fail to report the theft of the device in a timely manner or fail to provide a police report.
7. Damage. I understand that I may be required to pay the replacement costs of the device if I fail to return it, by the due date above, in the same condition in which I borrowed it (excluding ordinary wear and tear and any repairs covered by warranty). Under such circumstances, the Crimson reserves the right to take other measures against me, including but not limited to my removal from the comp, my suspension/removal from active status as a Crimson editor, and/or seeking civil or criminal remedies against me.

I acknowledge that I have thoroughly read and understood this Photo/Video Equipment Loan Agreement and that I agree to, and will abide by, its terms.

\_\_\_\_\_  
Theodore Liu  
Editor/Contributor's signature

Date: \_\_\_\_\_  
March 14, 2017

**The Harvard Crimson**  
**Editor/Contributor Agreement**

To: Theodore Liu ("You" or the "Editor/Contributor")  
*Name of editor or contributor*

Welcome to *The Harvard Crimson*! We are pleased that you will be working with the *Crimson* as an editor, writer, artist, photographer, or other contributor.

This agreement contains some information that our lawyers want you to know relating to your work with the *Crimson*. **Among other things, this agreement confirms that the *Crimson* owns all rights in your work for the *Crimson*; that you are not an employee of the *Crimson*; and that the work you contribute will be original to you, free from plagiarism and copyright infringement.** Please take the time to read this agreement, sign below to indicate that you agree to these terms, and then return the signed copy to me. Unless you sign this agreement, we cannot allow you to work with the *Crimson*.

1. Not an Employee. You are not an employee of the *Crimson*, but rather a student contributor, working for the *Crimson* for your own benefit, experience, and training. Regardless of whether you receive any compensation for your work with the *Crimson* (by way of scholarships, financial assistance, work study, or otherwise), you acknowledge that nothing in this Agreement entitles you to monetary compensation or other benefits from the *Crimson* for the services described herein.

2. Copyright. From time to time you may be asked to, or choose to, make creative contributions (editorial, photographic, artistic, or otherwise, referred to individually and collectively as the "Work") for the *Crimson*. You acknowledge that you are creating and/or providing such Work for the purpose of obtaining training and experience, and in exchange for the opportunity to have your Work considered for publication in the *Crimson*. To the extent that your Work is entitled to protection under copyright law, you agree that (i) the Work is a "work made for hire" under the United States Copyright Act and that the *Crimson* is the sole author of the Work, or, (ii) if the Work is determined not to be a "work made for hire," then – in consideration of the opportunity to have your work published in the *Crimson* – you hereby irrevocably assign the Work in its entirety (including but not limited to the copyright therein) to the *Crimson*.

3. Your Rights to Use the Work. You are free to show the Work privately to third parties, or to reproduce it privately as part of a portfolio to teachers and prospective employers, but not for any other uses unless you first obtain the written permission of the President of the *Crimson*.

4. Special to the *Crimson*. Notwithstanding Sections 2 and 3 of this Agreement, the *Crimson* may from time to time accept Work from you that it will designate as a "Contribution." You will be the sole owner of the Contribution, including the copyright therein. Only *unassigned* Work is eligible to be designated as a Contribution and only the President of the *Crimson* or his or her designee may designate any Work as a Contribution. In exchange for the *Crimson* agreeing to designate a specified Work as a Contribution, you agree to give the *Crimson* the exclusive first worldwide publication rights of the Contribution and the non-exclusive right thereafter to publish

the Contribution in any context and in any media now known or hereafter devised.

5. Use of Your Personal Resources. The *Crimson* is not required to reimburse you if use or expend personal money, resources, or equipment to produce the Work or Contribution (unless otherwise agreed in advance and in writing by the President of the *Crimson*). The rights conveyed herein are in no way limited by the fact that you have incurred Expenses to produce the Work or Contribution.

6. Your Warranties. You warrant that (a) you are and will be the sole creator of all Work and Contributions that you provide to the *Crimson*, and that all such Work and/or Contributions shall be original work by you, free of plagiarism and not previously published elsewhere in whole or in part; and (b) you own all rights to the Work and/or Contribution and have not previously assigned, transferred, encumbered or conveyed such rights.

7. Editing; Cooperation. You agree that the *Crimson* may edit the Work or Contribution at its discretion for any reason, including to conform with its size, format, style, or other requirements. You agree to cooperate with the *Crimson* in responding to any complaints, claims or litigation that may arise regarding the Work and/or Contribution.

8. Other. This Agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes all previous agreements between the parties as to the subject matter hereof. Your breach of this agreement may subject you to expulsion from the *Crimson*, and may also expose you to civil or criminal liability. No change, alteration, or modification of this Agreement may be made except in a written agreement signed by the President of the *Crimson* and you. The failure of the *Crimson* to enforce, or a delay by the *Crimson* in enforcing, any of its rights shall not be deemed a waiver or a modification of this Agreement. This Agreement shall be governed by the United States Copyright Act with respect to copyright matters and by the laws of the Commonwealth of Massachusetts in all other respects. You agree that any claim against the *Crimson* must be brought in the federal or state courts in the Commonwealth of Massachusetts. In signing this agreement, you certify that you have read and agreed to the *Crimson's* policies.

**Please sign and return the original of this Agreement and save the enclosed copy for your records.**

**Agreed to by:**

Signature: Theodore Liu  
**NAME (please print):** Theodore Liu  
Permanent address: 2108 Peaceful Valley Parkway  
Waunakee, WI 53597

Date: March 14, 2017

**THE HARVARD CRIMSON**

By its President or authorized representative

Signature:   
| Derek K. Choi, President