



April 24, 2024

Via Email

Eileen Finan, General Counsel
Harvard University, Office of the General Counsel
Smith Campus Center, Suite 980
1350 Massachusetts Avenue
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Re: Harvard College's Imposition of Probation on the Palestine Solidarity Committee

Dear General Counsel Finan:

We write on behalf of the Palestine Solidarity Committee ("PSC"), which we are representing for the limited purposes of matters raised in this communication and specifically with regard to their recent probation. While the American Civil Liberties Union of Massachusetts ("ACLUM") takes no position on the conflict in Israel and Palestine, we are committed to ensuring freedom of expression and association, including on college and university campuses in Massachusetts. It is in that context that we write to you now. Specifically, we wish to convey concerns about the validity of the probation imposed on the PSC — which we have learned is now being used as a predicate for suspension of the PSC for the remainder of the Spring 2024 term effective March 22, 2024.¹

We are sending this letter in the hope that it will open a productive dialogue between our offices and render any legal action by the PSC unnecessary. Please let us know of a convenient time soon for you or your designee to discuss these issues with us.

¹ Currently our representation of the PSC is limited to the issues raised by the prior probation, although those issues have direct implications for the suspension.

Introduction

As you know, Harvard has assumed a duty to “affirm, assure and protect the rights of its members to organize and join political associations, convene and conduct public meetings, publicly demonstrate and picket in orderly fashion, advocate and publicize opinion by print, sign, and voice.”² Unfortunately, Harvard’s recent actions toward the PSC, the only recognized pro-Palestinian student organization at Harvard College, fall short of that duty. We believe that Harvard’s imposition of probation on the PSC constitutes a breach of contract, violates Harvard’s duty to provide basic fairness in disciplinary proceedings, and may otherwise be unlawful because of its negative impact on free speech and associational rights.

Harvard’s cited grounds for PSC’s probation did not include any assertions that the PSC engaged in harassing or disruptive conduct toward other students or staff. The asserted grounds were instead hyper-technical allegations about specific wording of social media postings relating to pro-Palestinian demonstrations on campus — based on a co-sponsorship policy that is not clearly applicable and raises serious legal questions, as well as on shifting and unclear interpretations of that policy, as discussed below.

In addition, this enforcement action occurred against the backdrop of Harvard representatives repeatedly admitting to the PSC that those representatives were under significant pressure to take action against the PSC because of its advocacy in support of Palestine. This raises the specter that the probation was based at least in part on the political viewpoints expressed by the PSC. While Harvard is undoubtedly facing immense pressure, including from Congress and others, to restrain pro-Palestinian advocacy, it is incumbent upon Harvard to apply its policies fairly, consistently, and without regard to viewpoint. It is at such fraught political times that the risk to freedom of speech and rights of association is at its highest — and it is in such times that a university’s commitment to protecting such rights is most critical.

Factual Background

Beginning on or about February 8, 2024, PSC leadership began receiving communications from Andrew Donohue, Assistant Dean of Student Engagement and Leadership at the Dean of Students Office (“DSO”), raising concerns that by amplifying on their social media account demonstrations sponsored by unrecognized student groups, the PSC was essentially co-sponsoring the demonstrations with these unrecognized groups. DSO contended that this violated a policy (the “co-sponsorship

² University-Wide Statement on Rights and Responsibilities, <https://provost.harvard.edu/university-wide-statement-rights-and-responsibilities>.

policy”) contained in the Student Organization Resource Guide (“the SORG”), which states at p.40:

Co-sponsorship [by recognized student organizations] of an event with non-Harvard organizations or individuals is not permitted on the Harvard campus [Recognized] [s]tudent organizations may not co-sponsor on-campus events with external or unrecognized organizations (e.g., non-profit organizations; businesses; independent contractors) and may not collaborate with unrecognized social organizations (final clubs, fraternities, sororities) on campus.

At a February 8, 2024 virtual meeting with the PSC, Mr. Donahue cited a February 6 post³ on the PSC’s Instagram page sharing information about a February 8 protest organized by unrecognized student organizations. The PSC explained that they did not co-sponsor this event. Although the PSC was not identified as a co-sponsor and their logo did not appear on the image containing the event information, their post included language referring to their own advocacy saying “[w]e will not stop until disclosure, divestment, and an end to occupation.” When asked what constitutes “co-sponsorship,” Mr. Donahue reportedly stated that the issue at hand was *perceived* sponsorship. When asked whose perception was relevant in this determination — the Office of the President, other students, or media — he responded that all such perceptions were relevant. No mention was made as to whether any such perceptions must be reasonable or how students are supposed to know how others perceive things that may not be based on concrete facts.

Mr. Donahue then reportedly shifted to refer to more objective factors that DSO might look to in determining co-sponsorship and said more than one of them must be present. He reportedly suggested those factors would include 1) provision of resources for the event, 2) staffing of the event, and 3) provision of marketing materials promoting the event. With regard to the latter, he stated that marketing material must do more than share information about other groups’ events on social media. At the close of the meeting, Mr. Donahue reportedly stated that he was satisfied that PSC was *not* co-sponsoring the protest in the post at issue.

On February 29, 2024, the PSC posted on Instagram about a vigil to take place on March 1, 2024.⁴ The posted image featured the logos of the groups, some of them unrecognized, that were sponsoring the event. The PSC’s logo was not on this image. On March 1, DSO emailed the PSC stating that the DSO deemed the PSC to be co-sponsoring the March 1 vigil in violation of the co-sponsorship policy. PSC leadership responded that they were not co-sponsoring the vigil and they had ensured that their

³ <https://www.instagram.com/p/C3BWgipJSRa/?hl=en>.

⁴ https://www.instagram.com/p/C39Ly7MuL4R/?img_index=1.

logo was not on the posts and posters promoting the vigil, in order to comply with DSO's previous advisements. DSO then conceded by email that the event was "apparently not sponsored by the PSC," but nevertheless took issue with information about the vigil appearing "on PSC's Instagram page."

On March 3, 2024, DSO notified the PSC that it was investigating the PSC's February 12, 2024 Instagram post⁵ sharing information about a "die-in" demonstration organized by HOOP to take place on the same date. On March 6, 2024, DSO informed the PSC that the group was placed on probation, retroactive from March 1, 2024. Presumably, DSO concluded that the post in question violated the co-sponsorship policy because the post, which was co-posted with several other organizations, referred to "our" "die-in" in its caption, even though the post image did not feature the PSC's logo and the PSC was not listed as a co-sponsor.

On March 19, 2024, DSO emailed the PSC to raise concerns that the PSC's March 18 Instagram post⁶ about a "community wake" violated the co-sponsorship policy. After the students reiterated their request for a written policy and stated that they were complying with the guidelines DSO provided at their February 8 meeting, DSO replied by email on March 21, 2024 that "[t]hough the PSC logo is not featured in the post, a reasonable person would understand that PSC is involved in the sponsoring of the event, especially when PSC's post is featured on the Instagram accounts of each unrecognized group involved."

At a March 28, 2024 meeting with DSO concerning the PSC's appeal of its probation, Associate Dean Jason Meier indicated that Harvard itself was unclear about the meaning of the co-sponsorship policy, stating that the policy had been left vague for many years but that DSO was undertaking a process to revise the policy over the summer to be implemented in the fall. Mr. Meier also conceded that there is no written policy setting forth the "reasonable person" standard which DSO is now purporting to incorporate into its definition of "perceived" co-sponsorship. He indicated that the "reasonable person" inquiry would be assessed from the perspective of the DSO and the Office of the General Counsel, in contrast to the February 8, 2024 meeting at which Mr. Donahue indicated that the relevant perspectives were the Office of the President, other students, and the media. Mr. Meier also advised that PSC should avoid using "our," "we," and "us" in describing protests sponsored by unrecognized student organizations on social media.

On April 4, 2024, DSO again emailed the PSC at 9:32 a.m., this time to inform the group that its Instagram post⁷ sharing information about a rally sponsored by an

⁵ <https://www.instagram.com/p/C3PWLMYOh6t/?hl=en>.

⁶ <https://www.instagram.com/p/C4q357hpSNx/?hl=en>.

⁷ <https://www.instagram.com/p/C5UQeOSpLgY/?hl=en>.

unrecognized group to be held on April 5, 2024 was deemed a violation of the terms of its probation. DSO stated that PSC had until 12 p.m. that same day to remove or “edit the post to clearly delineate that this is not a PSC-sponsored event,” although DSO had never before stated that PSC must explicitly announce that it was *not* a sponsor of any given event. Although this micromanaging and compulsion of certain speech is concerning, the PSC updated the post to state: “This event is sponsored by the organizations whose logos appear on the graphic.” The PSC emailed DSO at 9:48 a.m. to inform DSO of the edit to the post and to request confirmation that the edit addressed DSO’s concerns. DSO responded by email at 9:49 a.m. to indicate that this edit to the post resolved DSO’s concerns.

On April 22, 2024, Mr. Donahue notified the PSC by email that the organization was suspended for the remainder of the Spring 2024 term, with the opportunity to apply for reinstatement at the beginning of the Fall 2024 term. The stated basis for the suspension was the fact that the PSC was still on probation and had been notified that further violations could result in suspension. The alleged violations were that, on April 19, 2024, “the PSC co-sponsored a demonstration with unrecognized student organizations, failed to register the demonstration with the Office of Student Engagement, and violated the Responsible Use of Space Policy outlined in the Student Organization Resource Guide.”

Legal Background

University documents and policies such as student handbooks are treated as contracts between students and universities, and a university’s failure to adhere to the terms contained in such documents gives rise to a breach of contract claim. *Helfman v. Ne. Univ.*, 485 Mass. 308, 327 (2020). “Contracts between students and universities are interpreted ‘in accordance with the parties’ reasonable expectations, giving those terms the meaning that the university reasonably should expect the student to take from them.” *Id.* at 328 (quoting *Walker v. President & Fellows of Harvard Coll.*, 82 F. Supp. 3d 524, 528-29 (D. Mass. 2014)); *see also, e.g., Sonoiki v. Harvard Univ.*, 37 F.4th 691, 704 (1st Cir. 2022).

“A court interpreting a contract must first assess whether the contract is ambiguous.” *Sonoiki v. Harvard Univ.*, 37 F.4th 691, 703 (1st Cir. 2022). “Language is ambiguous only if it is susceptible of more than one meaning and reasonably intelligent persons would differ as to which meaning is the proper one.” *Id.* at 704 (quotations omitted). Where a contract is ambiguous — including because there are inconsistencies between multiple documents — the contract is construed against the university. *See, e.g., Doe v. Brandeis Univ.*, 177 F. Supp. 3d 561, 596 (D. Mass. 2016) (collecting cases); *Sonoiki*, 37 F.4th at 703 (contradictions between multiple governing university documents give rise to contractual ambiguity).

Universities have an additional “duty to provide basic fairness” in disciplinary proceedings and in their dealings with students. *Sonoiki*, 37 F.4th at 715; *see also*, *e.g.*, *Doe v. W. New England Univ.*, 228 F. Supp. 3d 154, 182 (D. Mass. 2017).

While the First Amendment to the United States Constitution does not apply directly to Harvard, relevant provisions of our state constitution very well may — including Article 16 of the Massachusetts Declaration of Rights, which prohibits restrictions on free speech, and Article 19 of the Declaration of Rights, which protects the rights to assembly and association. Indeed, the Massachusetts Supreme Judicial Court has expressly left open the question of whether Article 16 applies to at least some private parties and has cited favorably the decision of the New Jersey Supreme Court holding that the New Jersey state constitution applies to some private parties, including Princeton University. *See, e.g.*, *Roman v. Trustees of Tufts Coll.*, 461 Mass. 707, 713 (2012) (citing *State v. Schmid*, 84 N.J. 535, 559–69 (1980)).

Analysis

Harvard’s application of the co-sponsorship policy to PSC is problematic for multiple reasons.

Applicability and inconsistent interpretations of the co-sponsorship policy

First, there is substantial ambiguity as to whether the SORG’s events policies govern protests and demonstrations, rather than governing parties, film screenings, panels, and other kinds of events. Harvard’s website sets forth both University and school-specific processes for permitting of protests, and makes no mention of the SORG’s event policies. *See* Harvard University, *Current Procedures for Permitting of Campus Protest Activity*.⁸ Moreover, the SORG event policies require a four-week advance registration for outdoor events, SORG at 41-42, restrictions that, if applied to protests and demonstrations, would unreasonably chill timely political speech arising in response to current events. Indeed, we understand that the College practice has been not to require student organizations (including the PSC) to register protests four weeks in advance, at least in recent memory. In fact, in the DSO’s March 6 email informing PSC that it was on probation, it stated as a term of probation that “PSC will be permitted to hold events and protests provided that they . . . register protests or demonstrations 2 days in advance and all other events 4 weeks ahead of the proposed date,” indicating that even the DSO does not think that protests are the type of events that fall within the SORG’s 4-week advance registration policy.

The fact that the College does not appear to believe that protests are qualifying “events” under *some* provisions of the SORG, and yet has apparently determined that

⁸ <https://studentaffairs.harvard.edu/current-procedures-for-permitting-of-campus-protest-activity/>.

protests are qualifying “events” for the purposes of the event co-sponsorship policy, raises serious concerns that this policy is being inappropriately invoked against the PSC.

Second, even if the co-sponsorship policies applied to protests and demonstrations, Harvard has repeatedly offered the PSC vague and often inconsistent interpretations of the co-sponsorship policy, and it has refused to commit a clear interpretation of the policy to writing, despite repeated requests from the PSC. This is simply unfair.

Third, each of the proffered interpretations of the co-sponsorship policy of which we are aware has been inconsistent with the plain language of the policy, because all apparently are premised on Harvard’s assertion that the co-sponsorship policy covers *perceived* co-sponsorship in addition to *actual* co-sponsorship. A reasonable student would not read the policy to extend to *perceived* co-sponsorship, because the policy makes no mention of perceived sponsorship.⁹ As such, the co-sponsorship policy is unambiguous on its face and does not apply in situations wherein PSC does not *actually* co-sponsor an event.

Compounding the extension to perceived co-sponsorship, Harvard has offered shifting interpretations as to what constitutes perceived co-sponsorship. As laid out above at pp. 2-5, Harvard offered several inconsistent interpretations of the co-sponsorship policy, including by first offering several objective factors that the DSO would look to in determining co-sponsorship, and also by introducing a “reasonable person”

⁹ The law and countless ethics policies, including many at Harvard, are replete with examples illustrating that the concepts of actuality versus perception/appearance are distinct. *See, e.g.*, Harvard University, *Harvard University Policy on Conflicts of Interest and Confidentiality for the Governing Boards*, https://www.harvard.edu/wp-content/uploads/2022/08/harvard_governing_boards_conflicts_policy.pdf, at 5 (specifying that the policy extends to “[a]ctual or perceived conflicts”); Harvard University, *FAS Policy on Conflicts of Interest and Commitment For Center Executive Directors and Local Development Officers*, https://hr.fas.harvard.edu/files/fas-hr/files/coic_admin_and_dev_officers_policy_mar2015.pdf, at 2 (referencing a “professional standard of avoiding actual or apparent conflicts of interest”); Harvard University, *Staff Personnel Manual*, <https://hr.harvard.edu/staff-personnel-manual/general-employment-policies/conflicts-interest-or-commitment> (noting that Harvard employees must refrain from behavior that gives rise to a “conflict, or any appearance of conflict” of interest); Harvard University, *Harvard University Policy on Conflicts of Interest and Commitment For Senior Officers and Administrators*, https://ogc.harvard.edu/sites/hwpi.harvard.edu/files/ogc/files/harvard_university_policy_on_coi_for_sr_officers_and_administrators.pdf?m=1634138242, at 1, 6 (specifying that the policy covers “real or perceived” conflicts of interest); Harvard University School of Engineering and Applied Sciences, *Conflicts of Interest and Commitment Policy*, <https://seas.harvard.edu/office-human-resources/policies/conflicts-interest-and-commitment-policy> (same); Harvard University, *Staff Personnel Manual*, <https://hr.harvard.edu/staff-personnel-manual/general-employment-policies/non-retaliation>, (forbidding retaliation against any Harvard community member who “opposes actual or perceived violations of Harvard University’s policy”).

standard for determining “perceived” co-sponsorship and offering conflicting explanations regarding whose perspective the “reasonable person” would be evaluated. Additionally, at the March 28 appeal meeting, a DSO representative indicated that Harvard itself was unclear about the meaning of the co-sponsorship policy, stating that the policy had been left vague for many years but that DSO was undertaking a process to revise the policy over the summer to be implemented in the fall.

As detailed just above, the SORG co-sponsorship policy by its plain terms does not apply to “perceived” co-sponsorship.¹⁰ To the extent that Harvard asserts to the contrary, it must concede, at the very least, that the policy is ambiguous — after all, Harvard’s own shifting interpretations of the policy demonstrate that the provision is vague and open to differing interpretations, even by Harvard administrators. No reasonable student or group can be expected to understand or comply with such a vague policy if even Harvard officials struggle to land on a single, clear interpretation. *Helfman*, 485 Mass. at 328. As such, the contract must be construed against Harvard and in favor of the students. *Doe v. Brandeis Univ.*, 177 F. Supp. 3d at 596.

Basic fairness

Relatedly, we are concerned that Harvard failed to meet its “duty to provide basic fairness,” *Sonoiki*, 37 F.4th at 715, numerous times during DSO’s interactions with the PSC and the related disciplinary process leading to the imposition of probation. First, it is inherently unfair to subject the PSC to repeatedly changing, vague, and sometimes inconsistent interpretations of the co-sponsorship policy, while refusing to commit a controlling interpretation to writing. PSC student leaders repeatedly expressed eagerness to comply with College policies by asking for a written policy that would give them fair notice as to what behavior would be considered a violation. To date, Harvard has refused to provide this clarity. It is unfair for Harvard to subject student groups to a disciplinary process that can lead to suspension when it has not provided students with adequate notice as to what behavior constitutes violation of the policy.

In addition, Harvard notified the PSC on March 6, 2024 that it was on probation, *retroactively effective* from March 1, and stated that any further infractions occurring within the probationary period would result in suspension. The result of this retroactive imposition of probation was that conduct which occurred between March 1 and March 6, 2024 could have caused PSC to violate the terms of a probation that was not yet imposed. This is fundamentally unfair and chilling to both speech and rights of association. It also does not serve what might or should be an important aim

¹⁰ The vague language of the policy certainly does not define *whose* perceptions would govern any such analysis or by what criteria, e.g. subjective, objective, or some combination.

of the disciplinary process, namely, to encourage the student groups to bring their actions into (what the College believes to be) compliance with its policies, so that they may learn from the situation and continue to be active members of the College community.

Free speech and association

In conversations with the PSC, representatives of the DSO referenced multiple times the fact that the College was under pressure to restrict the PSC's activism on campus, thereby suggesting that the content of PSC's speech played a role in the scrutiny and probation of the PSC. These suggestions — coupled with the retroactive imposition of probation and the ever-evolving policy interpretations given to the PSC — raise the specter of viewpoint discrimination, as well as implicating associational rights for students involved in Harvard College's sole student group for advocacy on behalf of Palestinians.

Relatedly, on occasions when the PSC has raised concerns that it is being disproportionately targeted, DSO has replied that it is simply responding to the high volume of reports that it receives about the PSC. Even if true, receiving a high volume of reports during a time of heightened political discourse around a matter of public concern is no excuse to unlawfully bend Harvard policies or apply them to a less popular or disfavored group.¹¹ Even if DSO administrators are not acting out of personal animus toward the PSC's views, Harvard must not base its policies or enforcement of its policies on the fact of or the number of complaints that it receives, since such complaints may be motivated by a desire to censor the PSC's views. Instead, Harvard must take steps to ensure that all speech — including controversial or unpopular speech — is protected on campus.

Harvard's actions with respect to the PSC appear to be inconsistent with its public and contractual commitment to freedom of speech and association, and its pledge to “affirm, assure and protect the rights of its members to organize and join political associations, convene and conduct public meetings, publicly demonstrate and picket in orderly fashion, advocate and publicize opinion by print, sign, and voice.” Statement on Rights and Responsibilities.

Further, enforcing College policies in ways that impose significant limitations on students' freedom of association and their ability to protest in outdoor campus spaces generally open to the public raises issues of constitutional scope. While the First

¹¹ When the PSC has raised the fact that other recognized student groups have not been subjected to discipline for similar conduct, DSO has replied that it will investigate alleged violations if they are reported. This is not an acceptable solution to the predicament in which Harvard has placed the PSC. It does nothing to change the fact that Harvard is subjecting PSC to a policy that does not apply to its actions, nor does it lessen the resulting restrictions on the PSC's speech and association.

Amendment may not apply to Harvard’s actions toward its students, the protections of Articles 16 and 19 of the Massachusetts Declaration of Rights, which guarantee the rights to expression, assembly, and association, may well apply. *See State v. Schmid*, 84 N.J. 535, 559–69 (1980) (applying state constitution free expression provision to Princeton University); *Roman v. Trustees of Tufts Coll.*, 461 Mass. 707, 713 (2012) (leaving open the question whether Article 16 applies to private actors including universities); *Batchelder v. Allied Stores Int’l, Inc.*, 388 Mass. 83, 84 (1983) (holding that Article 9 contains no state action requirement and ensures the right of individuals to collect initiative signatures on private property).¹²

Repeated interactions with DSO and the specter of future adverse action — which has now occurred — not only burdened and chilled PSC’s speech and association, but also diverted its members’ time and attention away from other obligations, including their studies. For the reasons discussed above, the probation was in apparent breach of contract and breach of Harvard’s duty to provide basic fairness in processes of a disciplinary nature. And PSC continues to be chilled in its advocacy due to the effects of this concerning process and now is even barred from acting as a recognized Harvard College group.

We note in closing that Harvard’s pause on recognition of new student organizations over the past year has exacerbated the issues with its application of its co-sponsorship policies to the PSC and also has a negative impact on free speech and association rights of both the PSC and other students, including in areas of the Harvard campus generally open to the public. The pause on recognition in itself thus raises potential issues under the Massachusetts Constitution, and certainly appears to be inconsistent with the Harvard’s own commitment to “affirm, assure and protect the rights of its members to *organize and join political associations . . . [and] publicly demonstrate and picket in orderly fashion[.]*” Statement on Rights and Responsibilities (emphasis added).

Conclusion

We recognize that in the wake of Hamas’ October 7, 2023 attack on Israel and Israel’s subsequent military campaign in Gaza, Harvard has been under pressure from multiple sources to clamp down on student expression. It is at such fraught political times that freedom of speech and rights of association are most at risk. It is also precisely at these times that we look to Harvard and other universities to shore up

¹² In addition to potential state constitutional claims, Harvard’s actions towards the PSC may give rise to a claim under the Massachusetts Civil Rights Act, M.G.L. c. 12, § 11I. *See, e.g., Alpha Phi Int’l Fraternity, Inc. v. President & Fellows of Harvard Coll.*, No. SUCV201803729E, 2020 WL 741544, at *6 (Mass. Super. Ct. Jan. 14, 2020).

their commitment to these principles. At stake is both the future of higher education and the functioning of our democracy.

The ACLU of Massachusetts calls on Harvard to remain true to its own commitment to “affirm, assure, and protect” its students’ rights to associate, protest, and express their political views, and to ensure that students expressing views that may be unpopular or controversial receive the same protections as all other students, and are not disproportionately targeted due to their viewpoints.¹³

In particular, we urge Harvard to lift the PSC’s probation as well as its suspension, for which the probation is a necessary predicate.

We also urge Harvard to clarify that the SORG event policies do not apply to protests and demonstrations and cease any attempts to apply such policies to protests and demonstrations, since a contrary conclusion would raise serious questions under the Massachusetts Declaration of Rights. To the extent that Harvard insists on applying its co-sponsorship policy to protests and demonstrations, it must clarify the policy and commit any interpretations of the policy to writing, so as to provide students with adequate notice as to what actions in fact violate it. Continued ambiguity and vagueness, as well as inconsistent enforcement, has an undue chilling effect on speech and association.

We understand that Harvard may be revising its policies over the summer, with a revised policy to be implemented in the fall. In the interim, Harvard must cease applying the current policy to “perceived” co-sponsorship, as Harvard’s own words and actions have repeatedly illustrated that even Harvard administrators cannot settle on a clear interpretation of the current policy. Finally, we urge Harvard to lift its freeze on recognition of new student organizations, including because of the impact of the freeze on students’ right to associate, assemble, and engage in free expression.

We thank you for your consideration. Please let us know of a convenient time soon for you or your designee to discuss these issues with us.

Regardless of when or whether you are able to meet, however, we urge Harvard to reinstate the PSC and avoid subjecting the PSC or other student groups to actions that chill the exercise of their expression and association rights.

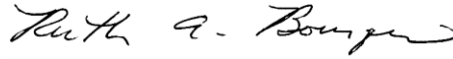
¹³ Of course, Harvard is free to impose reasonable time, place, and manner restrictions on expression to ensure that protests and demonstrations do not interfere with the essential functions of the University, and to ensure that Harvard is free from harassment, violence, and threats of, or incitement to, violence against any individual on its campus or in its community. However, students must be provided fair notice of such regulations, and such regulations must not be enforced disproportionately against students or groups that espouse views that may be controversial to or disfavored by some.

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April 24, 2024

Sincerely,



Rachel E. Davidson
Free Expression Staff Attorney



Ruth A. Bourquin
Senior Managing Attorney

cc: Deputy General Counsel Javier Guzman, javier_guzman@harvard.edu (via email)