

First Look Media, Inc.

Whereas First Look Media was founded on a commitment to public interest journalism; and

Whereas, as James Madison proposed, in what later became the First Amendment, “The people shall not be deprived or abridged of their right to speak, to write, or to publish their sentiments, and the freedom of the press, as one of the great bulwarks of liberty, shall be inviolable.” 1 Annals of Congress 451 (June 8 1789); and

Whereas, the central purpose of the First Amendment is to allow the press to report on the activities of the government. “In the First Amendment, the Founding Fathers gave the free press the protection it must have to fulfill its essential role in our democracy. The press was to serve the governed, not the governors. The Government's power to censor the press was abolished so that the press would remain forever free to censure the Government. The press was protected so that it could bare the secrets of government and inform the people. Only a free and unrestrained press can effectively expose deception in government.” *New York Times v. United States*, 403 U.S. 714, 717 (1971) (per curiam) (Black, J., concurring); and

Whereas, “The guarding of military and diplomatic secrets at the expense of informed representative government provides no real security for our Republic” *New York Times v. United States*, 403 U.S. 714, 719 (1971) (per curiam) (Black, J., concurring); and

Whereas, an informed citizenry is necessary for the government to reflect the will of the people. “The maintenance of the opportunity for free political discussion to the end that government may be responsive to the will of the people and that changes may be obtained by lawful means, an opportunity essential to the security of the Republic, is a fundamental principle of our constitutional system.” *New York Times v. Sullivan*, 376 U. S. 254, 269 (1964) (quoting *Stromberg v. California*, 283 U.S. 359, 369 (1931)); and

Whereas, “In the absence of the governmental checks and balances present in other areas of our national life, the only effective restraint upon executive policy and power in the areas of national defense and international affairs may lie in an enlightened citizenry -- in an informed and critical public opinion which alone can here protect the values of democratic government. For this reason, it is perhaps here that a press that is alert, aware, and free most vitally serves the basic purpose of the First Amendment. For, without an informed and free press, there cannot be an enlightened people.” *New York Times v. United States*, 403 U.S. 714, 728 (1971) (per curiam) (Stewart, J., concurring) ; and

Whereas, Laura Poitras and Glenn Greenwald were entrusted by Edward Snowden with a set of documents (the “Snowden Documents” or the “Snowden Archive”) for the purpose of reviewing those documents and informing the public of their newsworthy contents; and

Whereas, the documents that Edward Snowden provided to Poitras and Greenwald have the potential to explain and inform Americans about the secret functioning of its government; and

Whereas, reporting based on the documents has already been awarded journalism's highest prizes including the Pulitzer Prize and the George Polk Award, and "heightened public awareness with perceptive and dogged stories that otherwise would not have seen the light of day", as John Darton, the curator of the Polk Awards put it; and

Whereas, additional journalism resources will expand the ability to report on and understand the National Security Agency and its work with international counterparts thereby contributing to a well-informed electorate and improved national security; and

Whereas, additional resources will allow news organizations and journalists, under the supervision of Poitras, Greenwald and FLM, to report responsibly, in the public interest, and in pursuit of First Amendment freedoms; and

Whereas, it is the intention of FLM to expand responsible reporting on the Snowden Archive;

The following will confirm the understanding between First Look Media ("First Look"), a non-profit, non-stock corporation organized under the laws of Delaware, United States, and _____ ("You") to report a news story or stories (the "Story" or "Stories") involving certain Confidential Information (as defined below), including documents originally provided by Edward Snowden to Laura Poitras and Glenn Greenwald. On behalf of Poitras and Greenwald, First Look agrees to provide You with the Confidential Information and to assist You in reporting for the Stories, and You agree to collaborate with First Look as follows:

1. Collaboration and Publication.

You agree to collaborate on reporting news stories on concerning national security and government surveillance, based in part on documents provided to Glenn Greenwald and Laura Poitras by Edward Snowden. Each party will prepare and publish, disseminate, broadcast, or air ("publish") its own Stories based on the reporting collaboration. Each party will (a) provide a copy of each Story to the other party in advance of publication and (b) coordinate the publication schedule for each such Story. First Look shall have final approval over what Confidential Information may be published, used, disclosed, divulged, transmitted, conveyed, transferred or otherwise communicated in Your reporting. You agree to disclose to First Look the subject of the Story or Stories you propose to report based on the Confidential Information and You agree not to publish such Story without First Look's permission. If both parties are amenable, You and First Look will initially jointly write and co-publish one Story and may further collaborate on follow-up Stories at the discretion of First Look and the other parties to this agreement. Neither party shall have approval rights over the other party's Story, subject to the provisions of paragraphs 2 and 3 below.

2. Recognition.

In the Stories, First Look will be recognized as follows:

(a) The Stories will carry shared bylines, or the reporting of each collaborator shall be appropriately credited at the time of publication. The Stories will include information that the documents were contained in the archive of material exclusively provided by Edward Snowden to the journalists Glenn Greenwald and Laura Poitras, now journalists with The Intercept. The Stories will state that they were reported in cooperation or in collaboration or co-reported with The Intercept and provide a hyperlink to each other's Story.

(b) The description in the Stories or any publicity or press releases of Your access to the Snowden Archive or any other Confidential Information shall be subject to prior written approval by First Look.

3. Ownership.

Each party shall own all worldwide rights of every kind and nature in its own respective Stories based on the reporting collaboration.

4. Confidentiality.

(a) You agree that You will be exposed to information that First Look considers to be highly confidential to First Look, its news sources, the subjects of its reporting, and/or others ("Confidential Information"). For purposes of this Agreement, Confidential Information is any information of any kind, nature or description, oral or written, concerning any matter affecting or relating to this Agreement or the Snowden Archive. Confidential Information includes, but is not limited to:

- any document or information contained within the Snowden Archive;
- any unpublished information provided to First Look by its news sources, whether a source is publicly known or not;
- any information relating to First Look's unpublished reporting, its sources, or its methods of newsgathering or its editorial procedures and policies;
- any information relating to the security, physical location, or protocols involved in maintaining the Snowden Archive;
- any information reflecting Your access or the extent of Your access to the Snowden Archive;
- any classified information obtained by First Look in connection with its newsgathering and news publication activities; and
- any business plans, strategies, technology, proprietary processes and know-how disclosed to You by First Look.

(b) You acknowledge that all such information is to be treated as Confidential Information under this Agreement, whether or not it is specifically designated as "Confidential Information" at the time of its disclosure to You. [Confidential Information does not include information that becomes part of the public domain by means other than by breach of this Agreement.] You acknowledge that Confidential Information is provided to You by

First Look solely for purposes of carrying out its journalistic mission, and that You may use the Confidential Information solely for that purpose and for no other purpose whatsoever.

(c) You acknowledge that all documents or other records containing or referring to Confidential Information that are prepared by You or provided to You by First Look, or that otherwise come into Your possession in connection with this Agreement are and shall remain the property of First Look. You agree that You will safeguard with the highest standard of care any such Confidential Information while it is in Your custody or control. Upon the request of First Look at any time, You shall immediately deliver to First Look any devices, records, data, notes, reports, correspondence, or materials of any kind containing or referring to Confidential Information.

5. Dissemination.

(a) First Look shall provide Confidential Information to You in furtherance of this Agreement. The Confidential Information may be securely redacted to remove the names or identifying criteria of any covert agents and/or to remove any information the release of which First Look believes would cause serious injury or death or which otherwise should not be released. You understand that the continued confidentiality of the Confidential Information is critical to First Look's business success and reputation, and furthermore that public disclosure could in some cases create risks to security or safety, and/or create liability for First Look, its sources, or others.

(b) Except as required in furtherance of this Agreement, You agree that You will not at any time or in any manner publish, use, disclose, divulge, transmit, convey, transfer or otherwise communicate any Confidential Information to any person or entity, directly or indirectly, except with the prior written authorization of the Editor of The Intercept, or the Editor's designee. Before publishing any document or information derived from the Snowden Archive, You will advise the source government (i.e. either the United States or the UK government) of the document or information to be published and offer a reasonable opportunity to comment and to argue against publication. You agree to advise First Look of the government's response and First Look retains the right to decide if such arguments are valid and to veto publication in light of those arguments.

(c) You further agree never to reproduce and/or remove from First Look's premises any Confidential Information at any time, except with the express prior written authorization of the Editor of The Intercept, or the Editor's designee. If at any time You are required to disclose Confidential Information pursuant to a valid subpoena or court order, You shall provide First Look with reasonable notice and opportunity to take action against any such subpoena or order before You disclose any Confidential Information.

(d) You, and anyone working with you agree to take appropriate security measures when handling the documents provided by First Look, as described in the Appendix and never to circulate materials in unencrypted form. Only once necessary redactions and removal of metadata are complete as approved by First Look can any documents be circulated to

others in your news organization, including any graphics/print department or any other such production group.

6. Termination.

Either party may terminate this Agreement fourteen (14) days after a notice of termination is delivered to the other party. Paragraphs 4 and 5 of this Agreement shall survive any such termination.

7. Destruction of Documents. You agree to return and/or securely destroy any and all unpublished documents provided to you at the conclusion of your reporting, on the written request of First Look, or upon Termination of this Agreement, whichever is earlier.

8. Indemnification. You agree to fully cooperate with FLM in defense of any claims. If you breach any of your representations, warranties, or obligations under this Agreement, you agree to indemnify, defend and hold harmless FLM and its parent and affiliated entities, and their members, stakeholders, directors, officers, employees, representatives, and agents from and against any actions, claims, demands, liabilities, expenses and costs, including reasonable attorney's fees, arising out of any third party claim related to such breach.

9. Remedies. You acknowledge that Your actual or threatened breach of any of the terms of this Agreement could result in irreparable injury to First Look for which there might be no adequate remedy at law. In the event of such a breach or threat of a breach, You acknowledge that First Look is entitled to obtain specific performance, a temporary restraining order and/or a preliminary injunction and a permanent injunction restraining You from engaging in any activities prohibited by this Agreement, together with such other equitable relief as may be required to enforce specifically any of the terms of this Agreement, and that First Look may be awarded such relief without the necessity of posting a bond. The preceding shall not be construed to limit First Look from any damages or other relief to which it may be entitled as a result of Your breach of any provision of this Agreement.

10. General.

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, all prior understandings being merged herein. All questions with respect to this Agreement shall be determined in accordance with the laws of the State of New York. This Agreement may not be changed, modified, renewed, extended, or discharged except as specifically provided herein or by an agreement in writing signed by the parties hereto. This Agreement may be executed by

original or facsimile signatures and in counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

Please acknowledge Your acceptance of the terms of this Agreement by signing where indicated below.

Very truly Yours,

ACCEPTED AND AGREED:

Appendix

Security practices for documents provided by Edward Snowden (the “Snowden Documents”):

The Snowden Documents shall be stored at all times on encrypted drives and only decrypted on an air gap computer, until a final decision has been made about their publication and they have been redacted and metadata removed;

Any fully redacted materials considered ready for publication do not need to be stored on an air gap but appropriate security protocols should be followed, as determined by your FLM contact;

All documents that make reference to the Snowden documents (i.e. draft scripts, notes, etc.) must be encrypted and kept securely (i.e. in a locked safe or other similar secure location) during the research and pre-production period of the Stories;

No individuals shall be provided access to the documents or materials derived from the documents unless and until:

- They acknowledge in writing that they will maintain these security practices; and
- First Look expressly approves their being provided access.