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*Affiliations appear only for purposes of identification.*

June 30, 2025

Purdue University Office of Legal Counsel  
Attn: Steven R. Schultz, Senior Vice President and General Counsel  
Hovde Hall of Administration  
610 Purdue Mall  
West Lafayette, IN 47907

**Re: Purdue Student Publishing Foundation**

**VIA EMAIL ONLY**

Dear Mr. Schultz,

I represent the Purdue Student Publishing Foundation (“PSPF”) d/b/a The Purdue Exponent (“The Exponent”) and write to you regarding Purdue University’s (“Purdue”) decision to abruptly and inexplicably disassociate itself from The Exponent, its primary independent student newspaper. Purdue’s explanations for this sudden shift have been woefully insufficient and leave The Exponent with grave concerns that its contractual, intellectual property and constitutional rights are being violated. We welcome a more robust conversation with Purdue about this issue, but The Exponent remains fully prepared to defend its rights under the law.

As you know, on May 30, 2025, the Purdue Office of Legal Counsel emailed a letter to The Exponent announcing that effective the very next day, the university was ending the parties’ long-standing arrangement under which Purdue facilitated The Exponent’s ability to distribute its print edition to its university community readership in campus buildings. The letter also stated Purdue “will no longer make parking permits available” to The Exponent, as it has done for decades. The university further demanded The Exponent remove the word “Purdue” from the URL for The Exponent’s website ([www.purdueexponent.org](http://www.purdueexponent.org)), notwithstanding that The Exponent has been using this URL since the creation of its website in 1998, and validly owns the trademark “The Purdue Exponent,” which has been registered and consistently renewed since 1989.

Purdue University’s actions are troubling for multiple reasons. First, and most importantly, the university’s sudden about-face regarding The Exponent raises serious concerns about whether the policy changes are legally proper. As a public university, Purdue is bound by the dictates of the First Amendment, which precludes the government from engaging in viewpoint and content discrimination, or retaliation for engaging in protected speech. The university’s abrupt decision to cease its association with, and commitments to, The Exponent raises concerns that its motives are unconstitutional and aimed at suppressing core press rights.

Indeed, Purdue's actions have caused an immediate adverse effect on The Exponent's ability to reach its readership on campus. The university stopped distribution from its Materials Management and Distribution Center, ending a mutually beneficial avenue for delivery to offices on campus. Although the university asserted that The Exponent may continue using the existing news kiosks on campus for its print editions, many of these kiosks are located in controlled areas on campus, particularly during overnight delivery hours, which significantly hinders successful delivery. As a result, since Purdue's policy change went into effect, the distribution of the print edition of The Exponent has dropped by one third and possibly as much as 50%.

The university's shifting explanations, hasty timing, and lack of notice has only intensified The Exponent's concerns about Purdue's actions and motivations.

From Purdue's communications to date—including both the original letter and the subsequent "Statement" on the university website purporting to "clarify[]" its actions after The Exponent began covering the news of these developments—it is not clear who at the university made these decisions or why.

Initially, Purdue framed its sudden policy shift as an issue of contract nonrenewal pursuant to the university's policy governing "Use of Facilities"<sup>1</sup> and Purdue's "Statement of Policy on Institutional Neutrality." But the alleged expiration of the parties' prior written contract in June 2014 does not explain why *eleven years later*, Purdue suddenly decided to cut off The Exponent's access to university facilities *with one day's notice*, after the parties had been operating under the terms of the agreement without issue.

And the notion that this action was mandated by university "neutrality" policies rings hollow. Purdue's "Statement" suggests lack of "fairness" in providing "services and accommodations ... to one media organization but not others." But it does not point to any other "media organization" that was denied any "accommodations" because of the parties' prior arrangements. Likewise, Purdue asserts that it is not a "sustainable practice" for Purdue to "handle physical media distribution for a private business." But Purdue offers no explanation of why this is the case, when the parties have successfully operated under the prior agreements for decades without any apparent problems "sustain[ing]" those practices.

The Exponent has served as the primary student-run source of news and discussion for the Purdue campus since 1889. It is difficult to see how hampering the on-campus publication and distribution of The Exponent promotes "respect for free inquiry and the obligation to cherish a diversity of viewpoints," as stated in the "Institutional Neutrality" policy.<sup>2</sup>

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<sup>1</sup> Policy IV. B.1.

<sup>2</sup> See

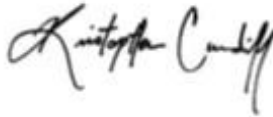
<https://www.purdue.edu/bot/documents/Statement%20of%20Policy%20on%20Institutional%20Neutrality.php>.

To the extent the parties could take steps to mitigate legitimate concerns that the university has regarding the prior, long-standing arrangement between the parties, The Exponent is open to exploring those options.

Ultimately, Purdue University—as a public academic institution—must decide if it will adhere to the policies it espouses. Namely, Purdue’s commitment to protect and promote freedom of expression as adopted by the Board of Trustees in 2015. Part of the commitment adopted by the Board of Trustees states “the University has a solemn responsibility not only to promote a lively and fearless freedom of debate and deliberation, but also to protect that freedom when others attempt to restrict it.” But whether or not Purdue lives up to its ideals, it still must follow the law, which means that it cannot violate The Exponent’s free speech, contract or trademark rights.

We would welcome a more robust conversation with Purdue about this matter. At this time, The Exponent reserves all legal rights and remains fully prepared to defend itself. Please contact me at your earliest convenience to discuss this matter. You can reach me at (436) 271-4676.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristopher Cundiff". The signature is fluid and cursive, with the first name "Kristopher" and last name "Cundiff" clearly distinguishable.

Kristopher L. Cundiff  
Attorney No. 35193-49  
Indiana Local Legal Initiative Attorney  
Reporters Committee for Freedom of the Press  
(463) 271-4676

cc: Heston Hybarger  
Nathan J. Manges  
Jessica Robertson