

## **ARTICLE 39. ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS**

**Section 1.** “University information assets” as used in this Article means all computer systems, applications, hardware, software, networks, internet access, platforms and/or devices provided by the university. University information assets are made available to bargaining unit faculty members for use in their work for the university. Any use of university information assets must comply with this Article and applicable law.

**Section 2.** Except to the extent set forth in this Agreement:

- (a) All university information assets belong exclusively to the university, and are not the private property of any bargaining unit faculty member.
- (b) The University owns all legal rights to control, transfer, or use all parts of University information assets.
- (c) The University may withdraw permission for use of its information assets in compliance with this Agreement or in circumstances that pose a risk to the security or integrity of the assets or information stored on them. Except for routine withdrawals of permission (that is, when the withdrawal is the result of cessation of employment), the University shall notify the Union in a timely manner of the action taken and the reasons for the action.

**Section 3.** Bargaining unit faculty members shall not use university information assets for any unlawful purpose or in any manner that conflicts with this Agreement. Use of university information assets shall comply with copyrights, licenses, contracts, intellectual property rights and laws associated with data, software programs, and other materials made available through those assets.

**Section 4.** The use of university information assets by bargaining unit faculty members shall respect the confidentiality of other users’ information. Bargaining unit faculty members shall not attempt to: (i) access third party systems without prior authorization by the system owners; (ii) obtain other users’ login names or passwords; (iii) attempt to defeat or breach computer or network security measures; or (iv) intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author. Operation or use of university information assets shall be conducted in a manner that maintains the integrity of the assets and the information stored on them, and that will not impair the availability, reliability, or performance of university information assets, or unduly contribute to system or network congestion.

**Section 5.** Bargaining unit faculty members will use any antivirus, antimalware, or similar software that is furnished by the university.

**Section 6.** E-mail is provided to bargaining unit faculty members primarily for university-related business; however, bargaining unit faculty members may make personal use of their university email accounts so long as that use is reasonable in amount and does not interfere with work-related duties and responsibilities or unduly contribute to hardware, software or network congestion. No use of scramblers, re-mailer services, or

identity-stripping methods is permitted. E-mail may be used for union business as set forth in this Agreement.

**Section 7.** Subject to law and applicable policy, authorized university personnel with a demonstrably legitimate need may access specific information assets in order to fulfill their official professional responsibilities. Limitations on this authority include the provisions of UO Policy No. 10.00.01, Data Access, requiring that such access must be only to the extent and for such time as a business need exists. The University will notify the Union in a timely manner of the action taken and the reasons for the action.

Bargaining unit faculty members will provide the University with documents not created or stored on university information assets as required to comply with federal or state public records disclosure statutes.

**Section 8.** Bargaining unit faculty members may make personal use of university information assets as long as there is no significant cost to the university and such use otherwise complies with this Agreement and applicable law and policy.

**Section 9.** Bargaining unit faculty members shall not use personal hardware or software to encrypt any information owned by the university so as to deny or restrict access to the University, except in accordance with prior permission or direction from the Provost or designee.

**Section 10.** Bargaining unit faculty members shall not use university information assets for political purposes related to a candidate for public office or a ballot measure, or for solicitations related to commercial products or services.

**Section 11.** A bargaining unit faculty member shall:

- (a) Take reasonable steps to ensure the physical security of university information assets;
- (b) Report missing, lost or stolen university information assets to his or her supervisor immediately; and
- (c) Take reasonable steps to prevent the release of confidential information.