

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

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

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

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11       (a) All university information assets belong exclusively to the university, and are not  
12 the private property of any bargaining unit faculty member.  
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14       (b) The University owns all legal rights to control, transfer, or use all parts of  
15 University information assets.  
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17       (c) The University may withdraw permission for use of its information assets in  
18 compliance with this Agreement or in circumstances that pose a risk to the security  
19 or integrity of the assets or information stored on them. Except for routine  
20 withdrawals of permission (that is, when the withdrawal is the result of cessation of  
21 employment), the University shall notify the Union in a timely manner of the action  
22 taken and the reasons for the action.  
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24       **Section 3.** Bargaining unit faculty members shall not use university information assets  
25 for any unlawful purpose or in any manner that conflicts with this Agreement. Use of  
26 university information assets shall comply with copyrights, licenses, contracts,  
27 intellectual property rights and laws associated with data, software programs, and other  
28 materials made available through those assets.  
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30       **Section 4.** The use of university information assets by bargaining unit faculty members  
31 shall respect the confidentiality of other users’ information. Bargaining unit faculty  
32 members shall not attempt to: (i) access third party systems without prior authorization  
33 by the system owners; (ii) obtain other users’ login names or passwords; (iii) attempt to  
34 defeat or breach computer or network security measures; or (iv) intercept, access, or  
35 monitor electronic files or communications of other users or third parties without  
36 approval from the author. Operation or use of university information assets shall be  
37 conducted in a manner that maintains the integrity of the assets and the information  
38 stored on them, and that will not impair the availability, reliability, or performance of  
39 university information assets, or unduly contribute to system or network congestion.  
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41       **Section 5.** Bargaining unit faculty members will use any antivirus, antimalware, or  
42 similar software that is furnished by the university.  
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44       **Section 6.** E-mail is provided to bargaining unit faculty members primarily for  
45 university-related business; however, bargaining unit faculty members may make  
46 personal use of their university email accounts so long as that use is reasonable in amount  
47 and does not interfere with work-related duties and responsibilities or unduly contribute  
48 to hardware, software or network congestion. No use of scramblers, re-mailer services, or  
49 identity-stripping methods is permitted. E-mail may be used for union business as set forth

1 in this Agreement.  
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3 **Section 7.** Subject to law and applicable policy, authorized university personnel with a  
4 demonstrably legitimate need may access specific information assets in order to fulfill  
5 their official professional responsibilities. Limitations on this authority include the  
6 provisions of UO Policy No. 10.00.01, Data Access, requiring that such access must be  
7 only to the extent and for such time as a business need exists. The University will notify  
8 the Union in a timely manner of the action taken and the reasons for the action.  
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10 Bargaining unit faculty members will provide the University with documents not created  
11 or stored on university information assets as required to comply with federal or state  
12 public records disclosure statutes.  
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14 **Section 8.** Bargaining unit faculty members may make personal use of university  
15 information assets as long as there is no significant cost to the university and such use  
16 otherwise complies with this Agreement and applicable law and policy.  
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18 **Section 9.** Bargaining unit faculty members shall not use personal hardware or software  
19 to encrypt any information owned by the university so as to deny or restrict access to the  
20 University, except in accordance with prior permission or direction from the Provost or  
21 designee.  
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23 **Section 10.** Bargaining unit faculty members shall not use university information assets  
24 for political purposes related to a candidate for public office or a ballot measure, or for  
25 solicitations related to commercial products or services.  
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27 **Section 11.** A bargaining unit faculty member shall:  
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- 29 (a) Take reasonable steps to ensure the physical security of university information  
30 assets;  
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32 (b) Report missing, lost or stolen university information assets to his or her  
33 supervisor immediately; and  
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35 (c) Take reasonable steps to prevent the release of confidential information.  
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