UNIVERSITY OF OREGON PROPOSAL

ARTICLE 39. ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

Section 1. “University information assets” as used in this Article means all computer systems, applications (including email), university information and data, hardware, software, networks, internet access resources, 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, and University policy.

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, University policy, or in circumstances that pose a risk to the security or integrity of the assets or information stored on them, or a risk to the university. Except for routine withdrawals of permission (that is, when the withdrawal is the result of cessation of employment) and temporary disability of access in response to a security incident, the University shall notify the Union in a timely manner of the action taken and the reasons for the action. For temporary disablement of access in response to suspected security incidents, notice will be provided to the user within a reasonable amount of time of the disruption to their account. At any time, the Union can also ask for a report of the number of accounts impacted over the last calendar year and a report will be provided within ten business days of the request. For security incidents that impact more than 100 bargaining unit members, notice of withdrawal of access will be provided to the Union within a reasonable amount of time. Notice will include an explanation of the action taken and the reason 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 or University policy. 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: (a) access third party systems without prior authorization by the system owners; (b) obtain other users’ login names or passwords; (c) attempt to defeat or breach computer or network security measures without written permission by the Provost or their designee; or (d) 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 security related software that is furnished by the university to protect university
information assets.

Section 6. Email 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 third-party email
encryption, scramblers, remailer services, or identity-stripping or identity-hiding
methods is permitted without written permission by the Provost or their designee. E-
mail Email 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. IV.06.02, Data Information Asset Classification and Management Policy, 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, information, and
data 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 so long as that use is reasonable in amount, does not interfere with
work-related duties and responsibilities, there is no significant cost to the university, and
such use otherwise complies with this Agreement, and applicable law, and University 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. Personal devices used to access information owned by the University or for
University business must comply with University policy, including any acceptable use policy,
and adhere to the same security standards as University owned systems.

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 their supervisor immediately; and

c. Take reasonable steps to prevent the release of confidential information.