

UNIVERSITY AMENDED PROPOSAL

7-10-13

ARTICLE 49

ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

Section 1. "University information assets" as used in this Article means all computer systems, hardware, software, networks, internet access, platforms and devices, and any files or information stored on them. 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 Agreement 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, and may not become, the private property of any bargaining unit faculty member.
 - b. The University owns all legal rights to control, transfer, or use all parts and products of its information systems.
 - c. All information stored within university applications, or on university hardware, systems or networks is the property of the University, except to the extent expressly provided in this Agreement.
- ✓ The University may withdraw permission for use of its information assets at any time without cause or explanation, except as otherwise provided in this Agreement.

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. University information assets shall not be used to intentionally view, download, store, transmit, or retrieve any information, communication or material which: is harassing, discriminatory, or threatening; is obscene; is defamatory; is fraudulent; is illegal or promotes illegal activities; is intended for personal gain or profit; is confidential; or facilitates Internet gaming or gambling. 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. Bargaining unit faculty members shall operate and use all university information assets consistent with direction received from the University and the instructions associated with them.

Section 5. Bargaining unit faculty members will insure that any software, including screen savers, downloaded or installed from the Internet or other external sources (including portable computing and storage devices), are free from viruses or other content that could impair the

University's hardware, software, systems, applications or networks. Proper use of university-approved up-to-date anti-virus and anti-malware software is sufficient for meeting the requirements of this section.

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. Bargaining unit faculty members shall not send e-mail or other electronic communications that attempt to hide the identity of the sender or that represent the sender as someone else. 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. Bargaining unit faculty members may make personal use of the university's internet, networks, and related services so long as there is no or insignificant cost to the university and such use otherwise complies with this Agreement and applicable law and policy. However, university systems may not be used for any of the following purposes unless the use is directly related to the bargaining unit faculty member's work for the university: hosting or operating Web pages; posting to Internet groups, chat rooms, Web pages, or list serves; or creating, sending, or forwarding chain e-mails.

Section 8. The University may monitor use of university information assets and review documents, files, usage history, and other information on university information assets for any business or work-related reasons, including on a random basis. Bargaining unit faculty members have no expectation of privacy in e-mails, files, documents or other information created, transmitted, or stored on university information assets.

Section 9. Bargaining unit faculty may not engage in Peer-to-Peer (P2P) file sharing using the university network except for purposes directly related to university business.

Section 10. Bargaining unit faculty members may not use personal hardware or software to encrypt any information owned by the University unless expressly permitted in writing by the Provost or designee.

Section 11. Bargaining unit faculty members shall not use university information assets for personal solicitation. For example, systems shall not be used to lobby, solicit, recruit, sell, or persuade for or against commercial ventures, products, religious or political causes or outside organizations.

Section 12. A bargaining unit faculty member shall: (i) take all reasonable steps to ensure the physical security of university information assets; (ii) report missing, lost or stolen university information assets to his or her supervisor immediately; and (iii) take all reasonable steps to prevent the release of confidential or sensitive information during the transmission of, and from the loss or theft of, files, documents or other information.