

Lecturer Information Sheet

This document summarises the University's policy regarding creating and managing recordings of your teaching material. The full policy can be viewed on the [Education Quality and Policy Office website](#).

Ownership and rights

University staff (including College Teaching Officers)

The University's Intellectual Property Policy, outlined in [Statutes and Ordinances](#) (Ch.13. p.1077), acknowledges that ownership of unregistered intellectual property rights, including copyright and performer's rights, in works arising from the activities of University staff in the course of their employment belong to the member of staff creating the material (Regulation 7). In the case of recordings of teaching material, this is normally the lecturer but rights may be jointly held by others appearing in the recording (such as students in a supervision session, with respect to their contributions) or third parties if a prior agreement exists (for example with respect to sponsored research material included in a lecture).

The IP policy also grants the University a non-exclusive, perpetual licence to use teaching material created by a staff member (Reg 30). The material can only be used for teaching its registered students, and the licence does not extend to any use for non-registered students. "Teaching material" is considered to include both digital and hard copy materials, and the licence extends to the copyright and performer's rights. This means that while you as the creator will continue to own the material and may use it elsewhere, the University may also use it for the purposes as outlined in the policy. This licence continues even if you leave the University and take up employment elsewhere; but note that clause 2.5 of the policy limits usage in the first instance to the cohort for which the material was originally created. The University must make a separate agreement with you to use the material for any purpose than teaching its own registered students, including commercial or outreach purposes.

External staff, including visiting or guest lecturers

External staff should review the Temporary Worker's Assignment and Terms and Conditions provided to them by the commissioning department. The University's default Terms and Conditions specify that the University's IP policy will apply as though you are University staff, in which case the details above will apply. Some agreements may contain a special condition which requires you to assign all intellectual property in teaching material to the University. For clarity, the commissioning department will ask all external staff to sign the *Lecture Capture Consent Form: External lecturers* regardless of individual circumstances.

Application of specific rights

| Type of Right | What it's for | Owners | Included in University licence? |
|--|--|---|--|
| Copyright – in the recording | Managing the copying and use of the recording | The person creating, i.e. producing/directing, the recording; there may be joint ownership by those producing, featuring or participating in a recording, with respect to their contribution(s). See clause 1.4 of the university policy on Recording of Teaching Materials . | Yes; ownership is retained by the creator(s) but the University has a licence to use the recording for teaching its registered students. |
| Copyright – third-party materials appearing in the recording | Managing reproduction and use of materials shown as part of the recording (images, videos, etc.) | The original copyright owner. Some exemptions apply for 'fair dealing' in the same way as they would in a live session; however, there are limitations. The Legal Services Office provides full guidance on copyright in educational settings. | Yes, to the extent that others' materials are cited and used in compliance with copyright law |
| Performer's rights | Managing or limiting the specific performance of a work (literary, dramatic, musical, artistic, etc.). Delivering a lecture or teaching session is considered to incur performer's rights. | The person creating the recording; note that there may be joint ownership by those featuring or participating in a recording, with respect to their contribution(s). See clause 1.6 of the University's policy on the Recording of Teaching Materials. | Yes; ownership is retained by the creator(s) but the University has a licence to use the recording for teaching its registered students. |
| Moral rights | Managing or limiting the specific performance of a work (literary, dramatic, musical, artistic, etc.). Delivering a lecture or teaching session is considered to incur performer's rights. | The person creating the recording; note that there may be joint ownership by those featuring or participating in a recording, with respect to their contribution(s). See clause 1.4 of the University's policy on the Recording of Teaching Materials . | Yes, moral rights are held by authors of copyright works and may be exercised under the licence. |
| Data protection and processing rights | Managing rights of individuals to know what information is held about them, in | The individual. The General Data Protection Regulation (GDPR) outlines the University's requirements to | No. Where an individual is identifiable and their contribution to a recording is |

| Type of Right | What it's for | Owners | Included in University licence? |
|---------------|-----------------------------|---|---|
| | which they are identifiable | hold and process a person's data. We must outline the reasons we are holding or managing data and provide options for withdrawing or removing that data. The Data Protection Office provides full guidance on data protection . | required or expected in order to fulfil the learning objectives then that individual must consent to the storing or handling of their data. If the person is not identifiable, or if their contribution was not expected or mandatory, then they need not formally consent, but you must still notify them about the recording and provide options. |

Consent

Anyone whose contribution to a recording is required or expected in order to meet the learning outcomes of the session, must give their consent to process any personal data (their voice or image) which forms part of the recording.

- In the case of large-scale, non-participatory lectures, this would normally be the lecturer and any guest speakers, but would not include students attending the session, even if they choose to ask questions.
- In the case of supervisions, small-group discussions, or seminars, this would normally be all those present, as students' contributions form an expected part of the session.
- In the case of pre-recorded teaching materials, this would normally be only the speaker or presenter.

Giving your consent

The University provides the *Lecture Capture Consent Form: Staff*. You are not required to use this form and you may give consent in writing or verbally; consent given verbally is taken as agreement to all items as outlined in the form. Consent may be given for individual sessions or multiple sessions at a time, provided that it is clear to which session(s) the consent applies.

Obtaining consent from students

Where student contributions are expected or required in order to meet the learning objectives of the session, then they must give consent to recording in the same way as a lecturer. The University has issued a template information statement for students, to ensure informed

consent with minimal burden on lecturers and students, as well as suggested statements to notify students about recording of sessions. Consent may be obtained verbally or in writing using the *Lecture Capture Consent Form: Students*.

Consent may be given for multiple sessions, provided that it is clear to which individual session(s) the consent applies. It is not appropriate to seek blanket consent, unless it is done in a detailed manner; for example, “all of Prof Smith’s Lent Term module 2 lectures” is appropriate, but “all IB teaching” is not.

Obtaining consent from guest or visiting lecturers

The University provides a *Lecture Capture Consent Form: External Lecturers*. This form awards consent to process the personal data in a recording, and (to ensure clarity arising from different applications of the IP policy) grants the University a non-exclusive, royalty-free, perpetual licence to use the material for teaching if rights are retained by the creator.