

GUIDELINES FOR THE RECORDING AND USE OF PRE- RECORDED AUDIO AND VIDEO TEACHING MATERIALS.

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1.0	Guidelines for the recording and use of pre-recorded audio and video teaching materials	Education Enhancement	Education Strategy Committee, Senate	

Version 1.0

the place of useful learning

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1. INTRODUCTION

The primary responsibilities of the Strathclyde Online Learning Committee (SOL) are to ensure that all online educational materials meet the standards, quality, and experiential aspects expected at the University of Strathclyde and to promote the development and enhancement of digital education support across the University. This guidance has been created with these responsibilities in mind to clarify for staff how online educational materials will be utilised.

These guidelines aim to provide an institution-wide approach for staff who are involved in developing Pre-recorded Audio and Video teaching resources for online provision and should be read in conjunction with the Pre-recorded Audio & Video Consent Form (Appendix 1) together with any guidelines and supporting documentation provided by SOL and updated from time to time. The Guiding Principles for the capture of Pre-recorded Audio and Video teaching material are as follows:

1. Resources should be reflective of the University's Mission, Strategic Objectives and Values.
2. The quality of such resources is expected to be in line with the standing and reputation enjoyed by the University.
3. Flexibility of teaching and flexibility of learning (at all levels, e.g. UG, PGT, PGR and Executive Education) should be supported through the provision of useful learning resources, providing learners with access to content and activities on demand, enabling online learning, revision and repeated use of materials as required by students.
4. Provide clarity and guidance to staff regarding the University's approach to considering staff, student and institutional intellectual property rights and data protection implications.
5. Ensure students' access to their modules' video/audio learning materials for the duration of their degree or programme.

2. SCOPE

These guidelines apply to all University of Strathclyde staff, including students who are engaged as workers to support learning and teaching. A separate agreement is required for the recording of external speakers and/or students to confirm their agreement relating to the use of recordings and to comply with University policy.

3. RECORDINGS COVERED BY THESE GUIDELINES

3.1 Pre-recorded Learning Productions

This guidance relates to Pre-Recorded Learning productions where the provision of the recording of teaching to students is the primary means of delivery of this instruction. The teaching "event" is effectively a staged production, not necessarily produced on campus. Its purpose is as instructional content for students.

4. RECORDINGS NOT COVERED BY THESE GUIDELINES

4.1 Lecture Capture

This guidance does not cover Lecture capture i.e. the recording of a live teaching event such as a lecture, which would have taken place regardless of the availability of recording facilities. Lecture capture's intended use is that of a complementary resource for students who may have attended the lecture in person, and access to this resource is limited to this same module cohort only.

4.2 Self-Recorded Materials

These guidelines do not apply to the use of additional unscheduled complimentary materials self-recorded by a member of teaching staff. Complimentary materials are defined as ad hoc additions to

teaching that may arise as a result of feedback, or where a subject area would benefit from reinforcement of a point or principle.

5. RIGHTS AND OWNERSHIP OF RECORDINGS

5.1 There are several different rights that relate to the ownership of recordings. These relate to the following areas:

5.2 Copyright

In the UK, the legal position is that employers own copyright in materials produced by employees in the course of their employment unless otherwise agreed (Copyright, Designs and Patents Act 1988 s11(2)). This applies to teaching materials, including video and audio, created by staff in the course of their employment. The University does *not* automatically own copyright in materials created by external speakers or students (with the exception of those PGR students who assign their IPR on registration) and permission is therefore required to include such materials in a lecture recording.

5.3 Intellectual Property

The Intellectual property of all work created in the ordinary course of employment is owned by the University unless there is specific agreement in writing that this belongs to or is shared with the creator.

5.4 Performer's Rights

Performer's rights are set out in sections 182-184 of the Copyright, Designs and Patents Act 1988 and state that consent is required before a performance can be recorded or before a recording of a performance can be made available to others. Unlike copyright, an employer does not automatically own the performer's rights in a performance by an employee in the course of their employment. Staff who are creating pre-recorded learning materials during the course of their employment should be asked to sign the Pre-recorded Audio & Video Consent Form (attached as an Appendix to these guidelines). By signing this form employees provide consent to their material being used for the specific purpose of learning and teaching matters and assign any performer's rights in the recording to the University. The assignment of Performer's rights will take account of the cohort(s) of students that the recording is intended for and the length of their programme(s). Any extension to the assignment of Performer's rights will require the explicit consent of all relevant individuals.

5.5 Moral Rights

As stated in the Pre-recorded Audio & Video Consent Form, staff retain moral rights to recordings. Moral rights entitle the author to be identified with the work and to object to any derogatory treatment of the work.

5.6 Data Protection

The University's [Central Privacy Notice for Staff](#) and Other Individuals who work with the University in a paid or unpaid capacity sets out how the University uses personal data. The lawful basis for processing personal data associated with pre-recorded teaching materials is "contract" and/or public task. In this case these apply because staff are undertaking the work as part of their contract with the University and it is within the University's public task to provide learning and teaching resources. The University's [central Privacy Notice for Students \(Registered or Accepted an offer to Study\)](#) sets out how the University uses their personal data. The lawful basis for processing personal data of students associated with pre-recorded teaching materials is 'contract' and/or 'public task'.

PRE-RECORDED LEARNING PRODUCTIONS

6.1 Where it is intended to use recordings for more than one cohort of students this should be agreed in advance. For example, if the intention is to use the recording for different cohorts of students on the same programme(s) over a number of academic sessions this should be agreed at the outset. Where appropriate this use should be subject to periodic review to ensure that the material continues to be relevant to a particular cohort of students. The continued use of the materials for additional cohorts of students beyond this initial period would require the agreement of the parties concerned.

6.2 If content recorded for a particular module is requested for use by the University in another programme, provided it is relevant to that programme, the relevant members of staff will be notified of this and their agreement (which shall not be unreasonably refused) obtained in advance of the materials being used. This will also be subject to the agreement of the Head of Department or School (or nominee) in which the recorded member of staff works.

6.3 Recordings created for the delivery of teaching will be available to the appropriate cohort(s) of students and for the purpose for which they were intended, for the duration of the programme plus one year. This does not prevent the member of staff from making updates or modifications, provided such modifications do not alter the key learning points.

6.4 Following the departure of a member of staff, any assignation of that member of staff's performer's rights to the University to use a recording of that member of staff's performance will not be affected. University ownership of copyright in any recordings will also not be affected. As the University owns copyright of the recorded materials created in the course of an individual's employment, a member of staff shall require the University's permission to use these beyond the end of their employment. The University will consider requests for departing staff to retain copies of such materials on a case-by-case basis and these will not be unreasonably withheld.

6.5 After the departure of a member of staff, recordings created for the use in Massive Open Online Courses (MOOCs), run under legal contract with an external commercial partner, will generally continue to be used (following consultation with the relevant staff member) for as long as necessary but not exceeding 5 years. This period may be reduced or extended by mutual agreement.

7. OTHER CONSIDERATIONS

7.1 This document is applicable from the date of approval by Senate and is not applicable retrospectively.

7.2 The University has the right to determine the quality standards (via SOL) that should be used as a minimum for learning material and to ensure that all productions are of a level commensurate with our standing as a leading University.

7.3 Objections or complaints regarding the use of personal data should be forwarded to the University's Data Protection Officer (dataprotection@strath.ac.uk). Any other objections or complaints about the use of recordings should be addressed to the Head of Department/School. In the event that any response is considered unsatisfactory a further referral may be made to the Executive Dean of the Faculty, Senior Officer (or nominee) for further consideration and a final decision.

7.4 Where a complaint is raised that is related to recorded learning materials, the University may investigate and consider the recording in order to form a decision regarding the outcome of the

complaint. The member of staff may also choose to rely on the recorded materials to respond to any complaint. Complaints that are upheld will be managed through the University's usual processes depending on the specific circumstances.

7.5 Where a complaint is made against a student in relation to recorded material, the matter will be dealt with through the University's Student Disciplinary procedures.

7.6 Where students request permission to make their own recordings of lectures or other taught sessions, these circumstances are addressed in the following guidance and protocols:

i. Reasonable Adjustments Guidance

(<https://www.strath.ac.uk/professionalservices/disabilityandwellbeing/disabilitysupport/informationforstaff/adjustments>)

ii. Copyright for Students Guidance

(https://www.strath.ac.uk/professionalservices/media/ps/isd/isd20/copyright/Copyright_Guide_for_students.pdf)

iii. Considerations of the collection and use of student activity data i.e. "learning analytics" is covered by the institutional policy on Learning Analytics (in development).

Pre-Recorded Audio & Video Consent Form



Date.....

Creator of recording.....

Description of learning materials.....

Programme(s) Relevant Cohort(s).....

This form is to be signed by the person who has agreed to make a recording as the principal party to, or as part of, course materials on behalf of the University.

The purpose of this form is to seek consent for the films and/or recordings to be used in a number of media, including the intranet/web by the University. The University in turn offers a commitment to only allow said recordings to be used appropriately and sensitively.

I, the undersigned,

- agree to the use of my recorded material in video or audio format by the University and to be used in conjunction with the Guidelines for pre-recorded audio and video teaching materials and the standards and guidelines issued from time to time by Strathclyde Online Learning Committee.
- confirm that where material is included in the recording which is the intellectual property, including copyright, of another party, I have permission to include the materials in my lecture for these specific purposes.
- understand that any copyright or other intellectual property which arises in the recording belongs to the University and that the recording may be used for the purposes of learning and teaching. This may include conversion to digital format and storing and publication.
- agree to assign all performance rights in the film and/or recordings of teaching materials to the University for the agreed cohorts of the programme(s) outlined above and in line with the guidelines for the recording and use of pre-recorded audio and video teaching materials.
- retain all moral rights in my performance in the film and/or recordings of lectures I make.
- understand that my personal data will be processed in accordance with the staff privacy notice. [Privacy Notice Staff and Other Categories.pdf \(strath.ac.uk\)](http://strath.ac.uk/Privacy%20Notice%20Staff%20and%20Other%20Categories.pdf)
- understand that my image and/or recordings will be used for learning and teaching purposes only and that copyright in the recordings will be retained by the University.
- understand recordings created for the use in Massive Open Online Courses (MOOCs), run under legal contract with an external commercial partner, will generally continue to be used for as long as necessary but not exceeding 5 years.

FULL NAME _____

EMAIL ADDRESS _____

SIGNED _____ DATED _____

Speakers/Other Participants

Where a recording features anyone who is not a member of staff/working at the University, such as a guest or a student participant it is necessary to obtain permission through completion of the following form:

This material is being recorded in video/audio format on behalf of the University of Strathclyde. The recording will be used for the purposes of learning and teaching. This may include conversion to digital format and storing and publication on University media platforms.

I, the undersigned

- agree to waive all moral rights in any performance where I am a participant.
- grant to the University of Strathclyde a licence in perpetuity to record/film materials created by me that are included within lectures and/or learning and teaching purposes only.
- understand that personal data will be processed in line with the University's [Privacy Notice for Staff and Other Individuals](#) who work in a Paid or Unpaid Capacity and [Privacy Notice for Students \(Registered or Accepted an offer to Study\)](#)

Copyright restrictions placed on the University prevent the content being sold or used by way of trade without the express permission of the copyright holder.

I require/do not require that my name is removed/retained in association with the shots and/or recordings {please delete as appropriate}

FULL NAME _____

NAME OF ORGANISATION

_____ CONTACT

TELEPHONE _____

EMAIL ADDRESS _____

SIGNED _____ DATED _____

FAQs

1. Will my consent form and those of others be stored and for how long?

Consent forms will be stored by the Department for the duration the material is being used.

2. Why must I assign my performance and other rights to the University?

You are making the materials in the ordinary course of your employment and for ease and consistency of use, administration and to enable the University to retain use for students should you leave it is necessary to assign those rights to the University. You agree to the assignment of these rights for a specific period of time and will not be used longer other than with your consent. You do have the right to retain moral rights and this entitles you to be identified as the author/creator of the work.

3. What if I have concerns about the misuse or alteration of my recordings by others?

Any concerns should be reported to your Head of Department or, in the case of a student through the University's Student Discipline Procedure.

<https://www.strath.ac.uk/sees/studentpolicies/policies/appealscomplaintsdiscipline/studentdisciplineprocedure/>

4. Could other student cohorts have access to my recordings if I am not their lecturer?

Some modules or programmes crossover and as such, if you have created a valuable resource it is both innovative and consistent to use the material provided it is appropriate to do so and does not diminish the learning experience of the students. The Head of Department (or nominee) will ensure you have consented to the use of the materials that you have appeared in, being used elsewhere. There is an understanding that agreement will not be unreasonably refused.

5. What if I have concerns or objections about the wider application of my recordings to other groups?

Any concerns should be reported to your Head of Department who will be happy to discuss them with you. In line with other University processes you have the right to escalate your concerns to a more senior member of staff.

6. Who sets the standards of acceptable quality?

Strathclyde Online Learning Committee seeks to ensure that all of our learning and teaching resources are of a standard that is commensurate with our standing as a world-leading University. The standards are intended to support the development of tools and to

provide you with the skills and equipment to assist in the creation and curation of the content.

7. Does this guidance restrict or prevent me from updating my materials?

No. We would encourage you to review and update your materials at appropriate intervals. However, students will retain access to the originals for the duration of their programme plus one year.