



UNIVERSITY OF ROEHAMPTON

LECTURE CAPTURE POLICY

Originated by: Mark Ellul, University Registrar

Endorsed by Senate: 12 July 2017

To be approved by Council:

Review Date:

LECTURE CAPTURE POLICY

1 Purpose

- 1.1 This policy governs the recording of lectures and other educational activities at the University. It sets out the University's expectations regarding the use of lecture capture and the making and use of other recordings.

2 University Recordings

- 2.1 The University recommends that all taught academic delivery will make use of lecture capture where appropriate and practicable. The University recognises that lecture capture may be unsuitable for certain teaching practices, including where significant interactive discussion occurs or sensitive information is being discussed.
- 2.2 Only audio and the teaching computer screen are recorded by the lecture capture platform during an activity. The University has not equipped teaching rooms to record video. However, individual staff may want to take advantage of the video recording capability of the lecture capture platform. Examples include where an assessment or a practice-based teaching activity is already being videoed in other ways; or to create additional bitesize material to support students' learning through Moodle. In such cases, staff should contact the head of Digital Learning Services for further information and to scope the resources needed.
- 2.3 As recordings may contain personal data, the University will seek the consent of staff, students and others to be recorded and to use and manage recordings online. This is an opt-in policy and consent forms are attached in Annex A.
- 2.4 In all cases where staff have not consented to the use of lecture capture, the University encourages them to use other means of making the content accessible to students. This is particularly important in relation to our disabled students and to ensuring inclusivity in our teaching and learning. Advice can be sought from [Disability Services](#).
- 2.5 Lecture Capture will be made available through the University's virtual learning environment (Moodle) for exclusive use by students registered at the University and on the relevant modules.
- 2.6 Staff will be able to edit all recordings ahead of their publication on Moodle. Guidance is available from the eLearning team (Digital Learning Services).

- 2.7 Staff who wish to record guest speakers must ensure that they have obtained written agreement from such speakers in advance and that appropriate consent is obtained in accordance with paragraph 2.2 above.
- 2.8 Students will be notified of the potential to be recorded in pre-contractual documentation including programme handbooks and at the start of any module where lecture capture is in use.
- 2.9 Recordings will not be used for performance management purposes.

3 Student Recordings

- 3.1 In all cases where recordings are deemed to be a reasonable adjustment for a disabled student, that student will be permitted to make a recording in accordance with the Equality Act 2010.
- 3.2 Where lecture capture is not available, the University may allow students to make recordings of lectures and other educational activities such as seminars, classes, and presentations. Any such recordings must only be undertaken with the prior written permission of the University.¹
- 3.3 Where a student is permitted to make a recording, all individuals present must be informed of the recording and will have the right to be excluded from the recording.
- 3.4 Any recording made by any student must only be used as a personal aid for study purposes. Students may not share, publish or otherwise make the recording available in whole or in part to any other person. Students must delete the recording as soon as it has served its study purpose and in any event, when they cease to be a student of the University.
- 3.5 The University will regard any breaches of this policy by a student as a disciplinary offence which will be dealt with in accordance with the [Student Disciplinary Regulations](#).

4 Data protection

- 4.1 All personal data contained in recordings will be processed in accordance with the Data Protection Act 1998 and with the General Data Protection Regulation when it comes into force.
- 4.2 The University will seek the consent of staff, students and third parties for the processing of their personal data in relation to recordings and

¹ For further information, see Disability Services' guidance on the arrangements for the recording of lectures/seminars by disabled students.

special consent will be sought where a recording includes Sensitive Personal Data.

Sensitive Personal Data is defined under section 2 of the Data Protection Act to include generally any data relating to individual concerning their racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, trade union membership, physical or mental health or conditions, sexual life, or information relating to criminal offences.

5 Intellectual Property

- 5.1 Intellectual property rights in recordings will be owned by the University in keeping with its [Intellectual Property Policy](#).
- 5.2 Where recordings contain work of employees created outside of their employment with the University, or the work of students, visitors or other third parties, the University will require their consent for such works to be included in recordings. Members of staff are therefore required to obtain the prior written consent of such parties to include their work in any recordings. Appropriate licenses are attached in Annex B.
- 5.3 The University acknowledges that staff, students and others taking part in recordings may have performer's rights and moral rights in relation to some recordings. Staff and students of the University will be asked to grant the University a licence to use their rights in any performance for the purposes set out in this policy.
- 5.4 Staff and students must comply at all times with applicable copyright law and appropriate consents and licences. In some cases, third party material may need to be edited out from the recordings. Staff are encouraged to make use of creative commons content in their lectures wherever practicable. The University's Library Services is available to provide further information, guidance and advice on copyright. Operational support to withdraw or edit recordings will be provided by the eLearning team (Digital Learning Services).
- 5.5 The copying or distributing of recordings (lecture capture or otherwise) is not permitted save as otherwise expressly stated in this policy. Recordings are not to be made publicly available without the prior written consent of University.
- 5.6 Any member of staff who becomes aware of any recordings which contain inaccurate, defamatory or copyright infringing material, should notify the IT Services department immediately so that appropriate action can be taken.

6 Ownership of policy, training and policy review

- 6.1 The University Senate owns this policy and the University Registrar shall have overall responsibility for its review, which should take place every two years (or earlier when deemed appropriate) in consultation with the Learning and Teaching Quality Committee and the Legal Services Office.
- 6.2 Training related to the implementation of this policy and the use of lecture capture will be provided to all relevant staff. Such training will be arranged and/or delivered by the Digital Learning Services and Library Services.

Lecture Capture Consent Form

MODULE/VENUE.....
.....

DATE/S OF
RECORDING/S.....

CREATOR OF
RECORDING.....
(ON BEHALF OF UOR)

This form is to be signed by the person who has agreed to be recorded and filmed as the principal party to, or as part of, a lecture or presentation carried out within the University of Roehampton. The purpose of this form is to seek consent for the recordings to be taken and subsequently to be used in a number of media, including the intranet/web by the University of Roehampton for non-commercial, educational purposes. The University of Roehampton in turn offers a commitment to only allow said recordings to be used appropriately, sensitively and in compliance with applicable laws.

This lecture is being recorded by the University of Roehampton. Audio and content displayed on the PC screen used by staff during the lecture will be captured in the recording. The recording will be used by the University of Roehampton for the purposes of creating teaching resources. This may include conversion to digital format and storing and publication on the University's Lecture Capture system, ReCap, the University's VLE, Moodle and/or other University managed systems.

I, the undersigned, agree to my lecture being recorded by the University of Roehampton. Where a recording is being made, I will notify everyone present that a recording is being made.

I confirm that where material is included in the recording which is the intellectual property, including copyright, of another party, I either have permission to include the materials in my lecture for educational purposes or am exercising my statutory rights to undertake certain permitted acts as defined in the Copyright, Designs and Patents Act 1988.

I understand that any copyright or other intellectual property which arises in the recording belongs to the University of Roehampton but that the recording will be used by the University of Roehampton for the sole purpose of creating educational resources for its own internal use. This may include conversion to digital format and storing and publication on the University's Lecture Capture system, ReCap, the University's VLE, Moodle and/or other University managed

systems. The University of Roehampton agree to provide a copy of the recording to the undersigned and provide a perpetual, worldwide, non-exclusive licence for any further use.

I, the undersigned, do hereby agree to license all performance rights in the recordings of lectures on a non-exclusive basis to the University of Roehampton for its own non-commercial, educational purposes as defined in the undersigned's contract for services.

I, the undersigned, consent to the use of my personal data being processed for the purposes of this recording and subsequent publishing. My personal data will be processed in accordance with the provisions of the data Protection Act 1998. I understand that the recordings will be used for educational purposes only and that copyright in the recordings will be retained by the University of Roehampton.

Copyright restrictions placed on the University of Roehampton prevent the content being sold or used by way of trade without the express permission of the copyright holder. Images and recordings may not be edited, amended or re-used without prior permission from the University of Roehampton. Personal details of those taking part are never made available to third parties.

I require that my name is retained in association with the recordings

FULL NAME

NAME OF ORGANISATION

EMAIL ADDRESS

SIGNED

_____ DATED _____