

Lecture Capture – Note for Presenters

Why is the University asking me to sign a consent form?

E-learning material and other digitally captured content is increasingly being used, not only in the delivery of teaching, but also in the attraction of new students and the expansion of the University's reputation by better and more widely disseminating materials and embracing new forms of technology.

The University would like to make digital recordings of lectures available to its current students to encourage students to listen (rather than make notes) during lectures and to introduce some flexibility into the University's student learning experience.

The recording of lectures raises important questions of intellectual property ownership and use, and the University requires your consent in order to make the above possible.

What intellectual property rights are relevant?

Materials used in a lecture (for example lecture notes and slides) and reproduced in a recording may be protected by copyright. These may be owned by the University by way of the University's Intellectual Property Policy (Regulation 28), in which case they are safe to use. If these are owned by you, the University will need your permission to use them in the recordings, which is granted under the consent form. If the copyright is owned by a third party it is important that their permission is obtained before the materials are used in a recording. Otherwise, both you and the University could be liable for copyright infringement. Certain exceptions to copyright infringement apply, which are sometimes referred to as "fair dealing" exemptions, but these are complex and you should contact [INSERT] prior to using the materials in your lectures to assess whether they apply in the circumstances.

Copyright in the lecture itself will be owned in accordance with the principles of Regulation 28.

As the person giving the lecture, you may be entitled to what are known as "performers' rights". As such, the University requires your consent to make the recording in the first place and to use, copy or make the recording available to others. These consents are covered in the consent form in respect of the limited proposed use by the University (see "Purpose" section).

As the performer, you will also benefit from "moral rights". These include the right to be identified as the person giving the lecture, the right to object to derogatory treatment of your performance, and the right not to have a work falsely attributed to you. Moral rights cannot be transferred but can be waived, although the University is not seeking a waiver from you as your lecture will be appropriately attributed to you.

Although not an intellectual property right, data protection is also relevant. Since the recordings will contain your image and an attribution to you, they will contain your personal data. The University therefore needs to explain to you exactly how what personal data will be used, who it will be shared with, how long it will be stored for, and for what purpose it will be used. This is set out in the consent form.

What if the University wants to use the recording for a different purpose?

The permission that you are granting to the University only allows the University to use the recordings as set out in the consent form. The use is limited to sharing with current students for learning [and teaching] purposes. In particular, no consent is being given in respect of any commercial exploitation of the recording.

Why do I have to notify those present that a recording is going to take place?

If there is an interactive element to your lecture, individuals may not wish to be recorded and can therefore choose to refrain from participating. It is also important to reassure students that (unless they approach the front of the room) they will not appear in the recording.

Can I use material that I created prior to my employment at the University in one of my lectures?

If you own the rights yourself, this will be ok as you are permitting the University to reproduce that material in the recordings.

However, you should consider carefully whether a former employer may own the copyright, in which case you will need to obtain their permission first.