



Recording Educational Activities Policy

Background

1. This Policy has been written to support, enable and promote the recording of educational activities at the University of Bristol.
2. In this Policy, educational activities include but are not limited to lectures, laboratory demonstrations, presentations, seminars, tutorials and assessment activities.
3. Recent developments in digital tools and pedagogic approaches are transforming the potential use of audio and video materials for educational purposes.
4. Recording of educational activities has become an expectation for many students and is increasingly widespread across national and international higher education.
5. There are considerable benefits to our students in recording for educational purposes, including:
 - Flexible learning – anytime and anywhere access to learning materials, learning which can occur at the student’s own pace;
 - Multi-modal learning – providing learning materials in multiple formats to suit individual learning preferences;
 - Deep learning – including the ability to evaluate and contextualise learning materials over time, or to revisit complex concepts to increase understanding;
 - Digital capabilities – providing opportunities for students and staff to develop digital skills and capabilities.
 - More diverse teaching - for example the use of recorded material for viewing in advance of lectures to create space for more interaction within lectures;
 - Improved accessibility – particularly for students with special educational needs or whose first language is not English.
6. Recordings have multiple possible uses, such as short videos for students to watch before seminars, presentations which inform students’ option choices, interactive enrichment materials and recording events and lectures.
7. The recording of educational activities is an important part of the University’s strategy to enhance the quality of the student experience, and promote more inclusive and flexible learning and teaching. The University anticipates providing recordings and media-rich teaching materials will become as normal as providing notes, handouts or slides.

Purpose of this Policy

8. To better support our educational objectives, we would like to record the audio, projected content and where possible video of teaching. To that end we want to make certain that the necessary rights and protections are in place to enable this.
9. However, it is important that staff and students understand what recording is not designed to do. The University recognises and acknowledges that:
 - Recording is not intended to replace student contact time or reduce student attendance at lectures. It is provided to enrich the student experience;
 - Not all teaching styles are suitable for recording and staff should not feel required to change their preferred teaching style simply to ensure that it can be recorded.

Copyright and Intellectual Property

10. The recording of educational activities requires clarity about the rights and responsibilities of the University, staff and students in respect to copyright and other intellectual property rights.
11. In line with staff contracts of employment, the University of Bristol will hold the copyright in the recording (including rights in the sound recording). This will enable continued use of the recording for the specific educational outcomes outlined in this Policy.
12. Staff own the performance rights in the recording of their teaching activities. By recording their teaching, staff give permission to the University to capture these educational activities and use the recordings and rights in any performance solely for educational purposes. Unless there is an agreement to the contrary any recordings will only be used by the University for educational purposes and not for professional capabilities review purposes (see Ordinance 29). Use for non-educational purposes will require explicit permission of the lecturer. The rights granted in this clause are irrevocable.
13. The University of Bristol may use, reproduce, and modify the format and display of the recordings (subject to the use criteria set out in paragraph 12) but not to modify the substance of its content. Staff waive all moral rights which might otherwise constrain this.
14. In summary staff who undertake recording of educational activities assign all rights, title and interest in and to the recording to the University of Bristol save in respect of performance rights where a licence is given.
15. The University of Bristol acknowledges staff have the right to request and be provided with a copy of the recording.
16. The University will acknowledge the lecturer as the author and performer of the recording wherever possible.
17. Staff have responsibility to ensure they comply with copyright legislation relating to their lectures and educational activities. Staff acknowledge their responsibility to ensure that use of third party copyrighted materials in the recordings is not in breach of data protection legislation or of any confidentiality obligations and does not infringe any third party's intellectual property rights.

Safe Keeping

18. Recordings of timetabled teaching will be password protected. These recordings will only be accessible by relevant students or University staff who have authorised access, such as unit heads and system administrators.
19. Recordings of timetabled teaching will normally be made available to students for the duration of their year or programme of study.

20. Use of recordings of timetabled teaching beyond that set out in paragraph 19 will require the explicit permission of the teaching staff featured in the recording.

Recording and Not Recording

21. The University has a legal obligation to provide a recording for some students (e.g. a student with a disability needs a recording as part of the 'reasonable adjustment' process). This obligation must be met. If a member of staff has notified their Head of School of their wish to opt out, but opt out is not permitted because the University has an overriding legal obligation to provide a recording then a recording will be made in accordance with the University's legal obligations. Where these recordings can be provided using the institutional, automated service they should be, to reduce student anxiety and provide a supportive and inclusive learning environment.
22. If no legal obligation exists to require a recording to be made (paragraph 21) and a member of staff feels their teaching may not be suitable for recording they are encouraged to engage in discussion with the Head of School or his/her nominee to agree a way forward using the criteria below (paragraph 23 – criteria for not recording).
23. Recording may not be appropriate where a substantial proportion of the educational activities:
- contain confidential or personal information,
 - are commercially or politically sensitive,
 - include such a degree of interaction with students that recording is not viable,
 - are delivered in a way that makes recording unsuitable, e.g. extensive use of whiteboard or chalk board.
24. There may be other valid reasons why it may be appropriate not to make a recording. These should be discussed with the Head of School or his/her nominee.
25. If an entire unit is not suitable for recording, the unit will not be scheduled for automated recording. If part or the whole of an individual lecture is not suitable for recording these elements may not be recorded.

Opt out

26. In relation to the use of the automated recording service and except for the purposes of student assessment, any student not wishing to be recorded should notify the relevant member of staff.

Recording Notice

27. Staff and students will be made aware when recording of educational activities takes place.

Editing

28. To minimise impact on staff workloads and ensure prompt access for students, recordings of timetabled teaching are automatically published. Staff can review and edit this recording for two working days before it is made available to students. During this time staff can manually publish recordings. A member of staff may also recall a recording for editing once published.

Reasonable Adjustments

29. Reasonable adjustments will be made for disabled students which may include the provision of recordings of teaching with subtitling where this is required.

Take down

30. If a member of staff becomes aware that defamatory, inaccurate or infringing material is included within a recording or any other reason why it would be expedient for the University to recall a recording, they should contact the Academic Registry immediately.

Consent and Data Protection

31. Subject to the right to not record set out in paragraphs 21 to 24 of this Policy, staff and students are deemed to consent to (i) the University recording and making the recordings available in accordance with this Policy; and (ii) the processing of personal data in accordance with the University's Data Protection Policy.
32. Recordings of 'sensitive personal data' require the express consent of the staff or students being recorded. A consent form is available on the University website. Sensitive personal data means data that is identifiable and contains any of the following information: racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or the alleged commission of a criminal offence.

Visitors

33. Express, documented consent is required for the recording of external visitors speaking at events and a consent form must be completed. This includes the recording of sensitive data when notice of recording is not sufficient; express consent to be recorded is required from all those involved in recordings. (see Appendix 1 for External Speaker Recording Release Request).

Student Assessment

34. The University may make recordings of students for the purposes of assessment. Paragraph 18 of this Policy will not apply to any such recordings.

Student Recording

35. The University may allow students to record lectures, lab demonstrations, presentations or other educational activities (subject to paragraph 38-restrictions on student recording).
36. The School will inform students if they do not have permission to record lectures, presentations, lab demonstrations or other educational activities (subject to paragraph 38-restrictions on student recording).
37. Unless students need to do so for any disability related reasons students may not record:
 - (i) any seminars or tutorials; or
 - (ii) any events where members of the public are present or in which fellow students actively participate

without obtaining the prior consent of the relevant member of staff at the beginning of each such seminar, tutorial or event. This is because recording the seminar or tutorial may well also capture identifiable or sensitive personal data of students and/or members of the public and they would each need to give their consent to their being recorded.

38. Any recording made by a 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 they cease to be a student of the University.
39. In relation to where the University supplies or makes recordings of educational activities available to students:
- (i) the University will own the copyright and all other intellectual property rights in the recordings; and
 - (ii) the recordings must only be used by the student as a personal aid for study purposes. The student may not share, publish or otherwise make the recording available in whole or in part to any other person.
40. Students must delete the recording as soon as they cease to be a student of the University.

Further information

For any queries relating to Data Protection please contact the Information Governance Manager at data-protection@bristol.ac.uk

For any queries relating to learning, teaching or use of Re/Play or the Mediasite software please contact the Digital Education Office within Academic Registry <http://www.bristol.ac.uk/digital-education>.

Key Reference Documents

Legal

More information about copyright at the University can be found at <http://www.bristol.ac.uk/library/using/printing/copyright.html>

Accessibility

More information about the University's obligations can be found at <http://www.bristol.ac.uk/disability-services/staff-professionals/guidance/> and <http://www.bristol.ac.uk/style-guides/web/policies/>

UMT/17-18/Recording Educational Activities Policy/Appendix 1: External Speaker Recording Release Request

This document is provided to you as a speaker in a course, seminar, lecture or other presentation at the University of Bristol. We would like to record the audio and projected content of your presentation. We would also like to record your presentation if this is possible. To that end we want to make certain that both you and the University of Bristol have the necessary rights and protections to continue to benefit from your presentation. At the end of the process a copyright release in the form attached will be generated, covering the captured presentation ('the Recording') and use of all accompanying materials (the 'Materials') such as PowerPoint presentations, handouts, graphs etc. If you are uncertain of the copyright status of any materials you intend to use, please provide a list of these materials so that together we may discuss the situation.

The University of Bristol will hold the copyright in the Recording. This will enable us at the University of Bristol to have the option to continue to use the Recording and the Materials for a programme of study.

In return for assigning the copyright in the Recording to the University and consenting to the use of your Performer's Rights, we will grant you a non-exclusive licence to use the Recording and the Materials in any way you like and for any purpose. Please understand that there is nothing in this Speaker Release requiring you to give your ideas to the University of Bristol. If you plan to give the same talk somewhere else or to publish a paper based on it, there is nothing in this release that would prevent you from doing so. And, unless otherwise stated, we will be happy to provide a copy of the Recording to you. Moreover, if evidence comes to light that the Recording has been used by others without our permission and in breach of copyright (e.g. for commercial exploitation), the University of Bristol as copyright owner will be in a position to take up the matter at its sole discretion.

University of Bristol Speaker Release Form

Title of event:

Date(s) of event:

The Recording

- As the sole owner of the performer's rights I give permission to the University of Bristol to capture my presentation identified above.
- I understand that the uses of the Recording by the University of Bristol are limited to educational use. The recordings will be available through the digital learning environment and users are required to authenticate to gain permission to view
- I grant licence for the University of Bristol to use, reproduce, and modify the format and display of my presentation (but not to modify the substance of its content). I waive all moral rights in the presentation which might otherwise constrain this licence.

- I assign all my rights, title and interest in and to the Recording to the University of Bristol.
- I understand that the University of Bristol grants me the nonexclusive right to exploit the Recording in any manner. I understand that I have the right to request a copy of the recording.
- The agreement set out in this Release is governed by English law and is legally binding.
- I confirm that I have authority/gained permission to enter into this agreement.

The Accompanying Materials

- I acknowledge that it is my responsibility to obtain any necessary third-party copyright permissions for the Materials used in my presentation and that it is my responsibility to ensure that use of them in this context is not in breach of data protection legislation or of any confidentiality obligations.
- I have listed below all third-party items included within my Materials; and confirm that I have explicit permission from the copyright owner(s) for their use: -

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I accept that Recordings and Materials included on the University of Bristol Websites are subject to its terms and conditions of use and to its privacy policy (<http://www.Bristol.ac.uk/about/legal-statements/>) and agree to abide by them.

Signature:

Date:

Print name:

Address:

Email: