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|  | Guidelines FOR THE RECORDING AND USE OF AUDIO AND VIDEO - NON-TEACHING MATERIALS |
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1. **RECORDINGS COVERED BY THESE GUIDELINES**

This guidance was developed in discussion with UCU and relates to recording of audio and video content which falls outside of provision of online teaching and learning. This includes, but is not limited to, the recording of webinars, podcasts or conference presentations delivered and recorded by any means, including online technologies such as Zoom, Teams etc. Where the University records a presentation or requests that a speaker makes a recording on their behalf for non-teaching purposes the speaker is required to sign an [Audio & Video Consent Form for Non-Teaching Materials.](https://strath.sharepoint.com/%3Aw%3A/r/sites/solid/Shared%20Documents/SOL%20Policy%20and%20Guidance/Video%20and%20Recorded%20Teaching%20Guidance/Audio%20and%20Video%20Consent%20Form%20for%20non%20teaching%20materials.docx?d=w231be1a7b4e3490e82d4cc66da191c50&csf=1&web=1&e=JY0ZcV)

1. **WHY IS THE FORM NECESSARY?**

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

* 1. 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 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.

As the party responsible for making the recording the University of Strathclyde will own copyright in the recording of the presentation. The form requires speakers to acknowledge this. It is not the intention of the form to transfer any rights to the University in the content of the presentation. For the avoidance of doubt a speaker, or their employer as appropriate, will retain any pre-existing rights in the content of their presentation and/or any underlying research.

2.3 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. Where staff are creating audio-visual materials during the course of their employment they should be asked to sign the [Audio & Video Consent Form for Non-Teaching Materials](https://strath.sharepoint.com/%3Aw%3A/r/sites/solid/Shared%20Documents/SOL%20Policy%20and%20Guidance/Video%20and%20Recorded%20Teaching%20Guidance/Audio%20and%20Video%20Consent%20Form%20for%20non%20teaching%20materials.docx?d=w231be1a7b4e3490e82d4cc66da191c50&csf=1&web=1&e=JY0ZcV). By signing this form employees provide consent to their material being used for the specific purpose described therein and assign any performer’s rights in the recording to the University. The assignment of Performer’s rights will last for 5 years. Any extension to the assignment of Performer’s rights will require the explicit consent of all relevant individuals.

External speakers should also be asked to sign the Audio & Video Consent Form for Non-Teaching Materials. Such speakers are required to license all performance rights in the recording to the University of Strathclyde for the purposes described in the form for a period of 5 years. Any extension to the licence of Performer’s rights will require the explicit consent of all relevant individuals.

2.4 Moral Rights

As stated in the Audio & Video Consent Form for Non-Teaching Materials, 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. External speakers are requested to waive moral rights in order to ensure that their contribution may be edited by the University without requiring further permission.

2.5 Intellectual Property
The Intellectual property (other than performer’s rights and moral rights) 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.

2.6 Data Protection
Whenever the University processes personal data, including images, it must do so in accordance with data protection legislation. The relevant form provides information about how recordings will be used. Links are also included to the University’s [Privacy Notice for Staff and Other Individuals who work with the University in a paid or unpaid capacity](https://www.strath.ac.uk/media/ps/strategyandpolicy/Privacy_Notice_Staff_and_Other_Categories.pdf) and/or [Privacy Notice for Students (Registered or Accepted an offer to Study)](https://www.strath.ac.uk/media/ps/strategyandpolicy/Privacy_Notice_Registered_Students.pdf), as appropriate. These notices set out how the University uses personal data and the rights of individuals. Objections or complaints regarding the use of personal data should be forwarded to the University’s Data Protection Officer (dataprotection@strath.ac.uk).

1. **COMPLETING THE FORM**

3.1 ‘Production reference/title’ Staff making or arranging the recording should insert a Production reference or title to identify the recording. For example, for a conference or event this may be the name of the Conference or Event.

* 1. Intellectual Property:

**‘I understand that any copyright or other intellectual property which arises in the recording belongs to the University of Strathclyde and that the recording may be used by the University of Strathclyde for the purposes of [Department inserts free text here]’**

The purpose of this section is to ensure that speakers are fully aware of how recordings of their presentations will be used and that they give permission to the University to use the recordings as described in the form.

Staff making or arranging the recording should insert details of the purpose of the recording. Factors to consider are outlined below:

Is the recording being used to promote the University or a particular project or research group or another purpose?

Where a conference presentation is recorded will recordings be made available online to the public or access limited to registered participants?

For help with completing this section contact ICTlegalcompliance@strath.ac.uk.

* 1. Storing the form: Completed forms will be stored by the department/school/unit for the duration the material is being used.