

## **Clause pertaining to the recording of students for academic purposes**

This clause has been designed specifically to reduce the inconvenience to students and staff alike by allowing a smooth and quick consent process thus allowing you to use the university's recording facility. Rather than having to sign a form every time you wish to record something using the university's software recording facility (whether for your own, your peers, or your lecturers review), agreeing to this allows you to accept in advance that you are happy to be recorded, or to record yourself. This does not mean that at any point you cannot change your mind. You may opt out of a recording just by stating you do not wish to be recorded. This would be on a per recording basis. I.e. if you opted out of one video, you would automatically be able to appear in another video (unless you opt-out again).

This is an opt-out agreement. The University recognises that students may have legitimate reasons not to be recorded. You may therefore opt-out of any recording that you have been asked to do without question; as explained above the opt-out is on a per-recording basis. You do not have to give any notice to opt-out, you can simply decline to take part; UNLESS a video presentation is a core part of your course and required as part of the course assessment. This should be identified in your course booklet. Please speak to your course organiser if you have any concerns.

You (the student) give consent for the following with regards to the recording of you for academic purposes. Please see below for some examples (not an exhaustive list) of why you may be recorded:

- For your own learning – for example reviewing your performance;
- Moderation of the grade awarded by another tutor;
- Quality Assurance by an external examiner.
- Collaborative learning – for example viewing and/or reviewing other students' presentations

**By appearing in a video, you accept and agree to the terms and conditions of this clause, each Student (herein referred to as "You") is entering into a separate and legally binding agreement with the University, effective from the date upon which you accept it.**

### **Terms of Agreement**

In consideration of the mutual rights and obligations set out below:

1. You grant the University the right to make audio and/or video recordings of your presentations and to store them on institutional systems or authorised third party systems (e.g. Panopto).
2. You will retain the copyright ownership in copyright works of which you are an author and which are presented by you ("Presentation Works"). You will retain all performance rights in your presentation(s). Together the Presentation Works and your performance rights are called the "Works". You shall also retain the Moral rights with regards to any performance. The University is the copyright owner of all the recordings made.
3. You grant the University and any party authorised by the University, a worldwide, non-exclusive right to use, make copies of, publish or otherwise communicate and distribute the Works in the recordings via any medium, including but not limited to the internet for the examples of educational purposes defined above. The University will use reasonable efforts to ensure that it restricts access to the recordings to only those people who (i) need to view the recording for Academic Purposes (e.g. lecturer, module classmates) or (ii) have technical responsibility for making the recordings available.

4. You may request the removal of any video you appear in at any point **within that academic year**. The University has the right to deny your request but would be obliged to provide you with justification for this.

5. This Agreement constitutes the entire agreement between the University and you related to the recordings for the Module above. This Agreement may be signed in counterparts and each counterpart will be an original, and together they will constitute one and the same agreement. Any variations to this Agreement must be in writing and signed by both a University representative and You. Any disputes under this Agreement will be determined according to Scottish law and the courts in Scotland will have the exclusive jurisdiction to adjudicate on them.

**If you require more information, please contact the IS helpline**