The University of Edinburgh Lecture Recording Service

# External Visiting Lecturer Agreement for public lectures

This agreement is for any lectures recorded by the lecture recording service but **not** delivered as part of a University of Edinburgh taught course. There are <u>separate agreements</u> for recording lectures delivered as part of a University of Edinburgh taught course and for recording or live-streaming of restricted-audience seminars.

## Lecture details

To be completed by the University prior to issuing to visiting lecturer

Lecture title	
Date	
Start and finish times	
Venue	
Name of Event Organiser	
School or College	

Thank you for agreeing to give the lecture described above at the University of Edinburgh ("the University"). The University wishes to allow its staff, its students and members of the public who cannot attend the lecture in person to watch a recording of the lecture online. To achieve this, the University wishes to make and retain a recording of the lecture on the basis of the terms and conditions set out below.

By accepting these terms and conditions you are consenting to your lecture being recorded using the <u>lecture recording service</u>. Recording will commence at the start, and finish automatically at the end, of the lecture. You can pause and recommence recording at any point during the lecture by pressing the "recording light" on the lectern and the University makes instructions available at each lectern on how to do this. You may also arrange with the event organiser to edit the recording after the event, if required.

The University will then make your recording publicly available by transferring it to its <u>media asset</u> <u>management platform</u>.

Should you wish to allow the Recording of the Lecture, the following terms shall apply:

## Terms of Agreement

- 1. You agree to take part in the recording of your lecture (the "**Recording**"). The University acknowledges that you will retain your own intellectual property within the Recording, including, but not limited to, the rights relating to your performance. You acknowledge that the University will hold rights in the Recording as producer and (where relevant) director.
- 2. You agree to license the University to use your performance and other intellectual property within the Recording for the purpose of allowing the University's staff and students and members of the public to watch a recording of the lecture online. This licence shall not be subject to any payment by the University. This is without prejudice to any separate fee agreed between you and the University in respect of the lecture. Neither you nor the University may use the Recording for any other purpose without further agreement.
- 3. You understand that, to achieve the purposes above, the University will have to process your personal data including your voice, image and any personal opinions you express within the Recording. You can find more information on how the University processes personal data in the <u>Lecture Recording Privacy Statement</u>.

- 4. For copyright material presented within the lecture, you undertake that either (i) you hold the copyright or (ii) you use the material with the agreement of the copyright holder or within the terms of its licence or in the context of fair dealing. You are welcome to seek advice on copyright and the availability of open-licensed materials from the University's <u>Copyright Enquiries service</u> and its <u>Open Educational Resources service</u>.
- 5. The University will endeavour to ensure that you are named as the presenter of the lecture and the University may choose any appropriate form to achieve this objective.
- 6. You may cancel this agreement in writing at any time prior to the start of your lecture. At any time after your lecture has taken place you may submit a written request to the University to suspend access to the Recording or to delete the Recording. The University will otherwise retain the Recording in perpetuity or for such time as the University may determine.
- 7. This agreement constitutes the entire agreement between us in respect of its subject matter. Any variations to the agreement must be in writing and signed by both of us. Any disputes under this agreement will be determined according to Scots law and the courts of Scotland will have the exclusive jurisdiction to adjudicate on them.

### Visiting Lecturer

Please fill in the following and return to the Event Organiser named above.

I confirm that I have read, understood and agree to the terms set out above.

Name		
Signature	Date	

#### Optional Variation of the Agreement: live streaming of the Lecture

By signing below, I agree that the University may also make the Lecture available online during its delivery ("Live Streaming"). I understand that I may pause Live Streaming at any point during the lecture by pausing the Recording, and agree to extend the permissions and licences I have granted above as necessary for this additional purpose.

Signature	Date	
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#### For the University

Authorised representative of the University Court of the University of Edinburgh<sup>1</sup>

Name		
Position		
Signature	Date	

<sup>&</sup>lt;sup>1</sup> Note to event organisers: the Court has delegated the authority for formal acceptance of contracts (valued £0 to £50k) to the Heads of Schools/Professional Services Units. Follow the local contract authorisation arrangements within your College/School or Professional Services Group/Unit.