External Visiting Speaker Agreement for University of Edinburgh

internal seminars

This agreement is for **seminars** or similar presentations recorded or streamed by the lecture recording service and **delivered to a restricted audience** within the University of Edinburgh. There are <u>separate agreements</u> for recording lectures delivered as part of a University of Edinburgh taught course and for public lectures.

Seminar details

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

Seminar title	
Date	
Start and finish times	
Venue	
Name of Event Organiser	
School, College or	
Research Centre	
Recording deletion date ¹	

Thank you for agreeing to give a seminar at the University of Edinburgh ("University"). The University wishes to allow appropriate staff or students at the University who cannot attend the seminar in person to participate remotely from another designated location or watch the seminar within a few days of its delivery. To achieve this the University wishes to make a recording of the seminar and hold it securely within its <u>lecture recording service</u> 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 and live streamed using the lecture recording service. Recording will commence at the start, and finish automatically at the end, of the seminar. You can pause and recommence recording at any point during the seminar 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 retain the recording of your seminar until the deletion date above. The event organiser will control access to the recording during this time and will arrange to delete the recording at the end of this retention period.²

Should you agree to allow the recording of the seminar, the following terms shall apply:

Terms of Agreement

1. You agree to take part in the recording of your seminar (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.

¹ Note to event organisers: you should agree this with the visiting speaker, for example deletion five University working days after the seminar. The lecture recording service automatically deletes a recording after 18 months and if you agree to keep the recording for longer than this, you will need to arrange to transfer it from the lecture recording service to the <u>media asset management platform</u>.

² If you, the visiting speaker, wish the University to keep the recording available for longer, or to give you a copy, please contact the event organiser.

- 2. You agree to license the University to use your performance and other intellectual property within the Recording for the purposes of live streaming your seminar to another designated location within the University and giving appropriate staff or students access to watch the Recording in the period prior to the deletion date specified above. 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 seminar. 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 Lecture Recording Privacy Statement.
- 4. For copyright material presented within the seminar, 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 seminar 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 seminar. At any time after your seminar 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 within the lecture recording service for the retention period specified above.
- 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 Speaker

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

Name		
Signature	Date	

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

For the University

Authorised representative of the University Court of the University of Edinburgh³

Name		
Position		
Signature	Date	

³ 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.