The University of Edinburgh Virtual Classroom Service

External Visiting Lecturer Agreement

This agreement is for lectures and other teaching recorded using one of the University's digital collaboration services that is delivered as **part of a University of Edinburgh taught course**. It is not for recording or live-streaming of public lectures or restricted-audience research seminars.

Lecture details

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

| Lecture title | |
|--------------------------|--|
| Date | |
| Start and finish times | |
| Course | |
| Name of Course Organiser | |
| School | |

Thank you for agreeing to give the lecture described above at the University of Edinburgh ("the University"). The University, in line with its <u>virtual classroom policy</u>, would like to allow the students undertaking the Course to be able to review the lecture as part of their learning and revision. To achieve this, the University wishes to make a recording of the lecture and retain it securely 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 one of the University's digital communication and collaboration services. You, or a lecture host nominated by the Course Organiser, will initiate recording at the start of the lecture, and stop recording at the end. You, or the host on your request, can stop and recommence recording at any point during the lecture. You may also arrange with the Course Organiser to edit the recording after the event, if required.

The University will make the recording of your lecture available securely to the students and staff associated with the Course and will retain the recording until the end of the retention period specified for the service used¹.

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 students and staff associated with the Course to review your 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.

¹ If you wish the University to keep the recording available for longer, or to give you a copy, please contact the Course Organiser.

- 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, within the terms of its licence, or in accordance with the exceptions to UK copyright. You are welcome to seek advice on copyright and the availability of open-licensed materials from the University's Copyright Enquiries service and its Open Educational Resources service.
- 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 for the retention period referred to 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.

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

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

| Name | | | |
|-------------------|---------------------------------------------------|--------|--|
| Signature | | Date | |
| Ontional Variatio | on of the Agreement: nublic availability of the L | ecture | |

Optional Variation of the Agreement: public availability of the Lecture

By signing below, I agree that the University may also make the Recording publicly available online through the University's <u>media asset management platform</u> in perpetuity or for such time as the University may determine, and agree to extend the permissions and licences I have granted above as necessary for this additional purpose.

| Signature | Date | |
|-----------|------|--|
| | | |

For the University

Authorised representative of the University Court of the University of Edinburgh²

| Name | | |
|-----------|------|--|
| Position | | |
| Signature | Date | |

² Note to Course 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.