External Visiting Lecturer Agreement

This agreement is for lectures recorded by the lecture recording service as **part of a University of Edinburgh taught course**. There are <u>separate agreements</u> for recording public lectures 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	
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>lecture recording 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 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 using the lecture recording service. 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 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, as specified in the lecture recording policy, will retain the recording until the end of the following academic year before deleting it¹.

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

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

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 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 Lecturer

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	

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.