



**UNIVERSITY OF BIRMINGHAM**

**CODE OF PRACTICE ON LECTURE CAPTURE**

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## 1. Introduction

- 1.1. This Code of Practice applies to all undergraduate, graduate and postgraduate taught programmes, and the taught elements of postgraduate research programmes, including part-time provision and collaborative provision.
- 1.2. This code refers to two uses of lecture capture (also known as event capture) within the University:
  - i) Programme – lecture capture associated with a complete programme or course of study and accessible to students on all modules comprising the programme
  - ii) Module - lecture capture associated with a specific taught module
- 1.3. Where recording facilities are available, lecture capture technology should be used to record lectures and other appropriate teaching and learning activities. These recordings should then be made available to students registered on the module associated with that teaching activity (unless an 'acceptable alternative' is provided – see sections 5.1 and 5.2 below). The University normally considers any didactic teaching session to be suitable for recording.
- 1.4. This document should be read in conjunction with the following existing University policies or guidance;
  - [General Conditions of Use of Computing and Network Facilities](#)
  - [Data Protection Policy](#)
  - [Guidance Note on Distance Learning](#)
  - [Code of Practice on Taught Programme and Module Assessment and Feedback](#)
  - [Copyright](#)

## 2. Lecture Capture System

- 2.1. We are retaining an opt-in lecture capture system allowing lecturers to initiate a recording. The system does not initiate a recording automatically. Consent to a recording is provided by initiating the recording process. Staff are also required to agree to the CoP via the Panopto EULA when they first access Panopto outside of the lecture room (institutional guidance on how to do this is available).
- 2.2. There will be two Panopto systems in place across campus, and the intention is to ensure that all rooms are able to run both System A and System B. System A is the quick start system allowing lecturers to initiate a recording without having to login to either Canvas or Panopto. It is available in all centrally managed rooms with a capacity greater than 21. System B is the original user experience, requiring the teaching staff to login to Canvas first and select the AV inputs they require, available in all teaching rooms, including centrally managed rooms.
- 2.3. Rooms identified as 'Lecture Capture+' by in-room signage, provide additional camera capture of whiteboard or chalkboard content in addition to the standard lecture capture system. Whiteboard Capture uses cameras to capture content written on the board at the front of teaching spaces. System A will automatically capture the camera feed, or System B can be used to select or deselect the AV input.

## 3. Management of recordings

- 3.1. Recordings will normally be released immediately after a session unless a request is made by staff for a different release date, or a student requests an edit of their verbal input or the removal of their image in a Lecture Capture+ recording. By default, recordings will only be available to students who are registered on the programme for which the recording was made.
- 3.2. Teaching staff making recordings are able to make the recordings more widely available (to, for example, students on other programmes or modules etc.).
- 3.3. Except where authorised by the University, recordings of University lectures (or other teaching and learning activities) are not for public consumption by any means. Such recordings must not be copied or passed on to anyone else, other than for transcription purposes. Once a copy of a recording outside of the lecture capture system has served its purpose, it should be permanently erased. Students or staff found to be in infringement of this principle may be subject to disciplinary proceedings.

#### **4. Content, use and retention of recordings**

- 4.1. With the exception of third party content sourced legally from outside of the University, the University owns the intellectual property in the content of lectures and other teaching and learning activities and is also the owner of the intellectual property in any recordings made by it or on its behalf. Lecturers retain performance rights and a lecturer therefore has the right to prevent the recording from taking place in the first place, or to remove recorded content that has previously been made available. In these circumstances, lecturers must ensure that an acceptable alternative to the recording is made available, as noted in 1.3 and section 5. Where lectures include material obtained from outside of the University, lecturers are required to follow the University's copyright advice (contact Library Services for guidance).
- 4.2. Recordings will not be used for staff performance management purposes.
- 4.3. Recordings will be retained, and available to students until the relevant full-time cohort would normally be expected to complete their full programme of study, and then archived. Recordings will be archived for 3 years and then deleted.
- 4.4. The University's General Conditions of Use of Computing and Network Facilities already makes it clear that to "disclose, publish, take or copy programs data or supporting documentation or any other material" is unacceptable and may lead to disciplinary action. This Policy also applies to lecture capture recordings.
- 4.5. While respecting the integrity of the recording, the University reserves the right to edit recordings where necessary and appropriate, for example, where there is offensive language, a breach of the Data Protection Legislation, or where material is no longer academically sound, or contains a defamatory statement or proven copyright infringement.
- 4.6. The University has particular regard to the importance of freedom of speech, and to securing that freedom of speech for staff, students, and visitors, so far as reasonably practicable. Nothing in this policy is intended to interfere with the ability of staff, students, and visitors, to freely and lawfully express their views, in line with the University's duty under s43 of the Education (No 2) Act 1986 and the Higher Education (Freedom of Speech) Act 2023 relating to freedom of speech and academic freedom.

- 4.7. Clear signs will be displayed in a prominent location in all teaching rooms where the lecture capture service is available advising students that lectures may be recorded. It is the responsibility of the lecturer to advise students that if they sit near the front of the teaching room and ask a question, their voice may be audible in the recording. If this message has been stated clearly, students who subsequently ask questions may be deemed to have consented to being recorded. Students can also request an edit to a recording within 24 hours of the lecture if they have concerns about recordings of their comments. Where Lecture Capture+ (Whiteboard Capture) facilities are available, it is the responsibility of the lecturer to also advise students that their image may be captured if they pass between the camera and the board(s). Students can request an edit to a recording immediately after the lecture if they are concerned that their image has been captured and they would like this to be removed.

## **5. Alternatives to using lecture capture, lecture capture by guests**

- 5.1. Where a lecturer declines to record a taught session that would otherwise be appropriate for lecture capture, they should provide an 'acceptable alternative' that meets our agreed ambition to (a) ensure we have a consistent level of support for learning across campus, (b) meet the diverse learning needs of students, and (c) recognise the expectations of contemporary students. Lecturers should also make it clear to students whether they will be provided with a recording or an 'acceptable alternative'.
- 5.2. Where technical problems mean that a recording cannot be provided, lecturers should endeavour to provide an 'acceptable alternative'.
- 5.3. An 'acceptable alternative' is a form of support which helps students to understand a lecture even if they were not present or when they return to the material at a later date. This alternative support could, for example, take the form of detailed lecture notes, enhanced notes supporting slides; a podcast that provides a commentary on the lecture slides; or a video explaining the session. It is understood that the expectations of students vary across disciplines, and that an acceptable alternative appropriate for one programme of study or even one session might not be the same as that required for another. Whatever the format, the 'acceptable alternative' should be over and above the material provided in the teaching session (the provision of slides alone, for example, would therefore not be sufficient).
- 5.4. Module Leaders will be responsible for checking that each session on their module meets the requirement of the Code and the subject area, and that students have the signposting they need to set their expectations. The key test is whether the alternative provided meets the requirement to support student learning as identified in sections 1.3 and 5.1 of this document.
- 5.5. As is the case currently, students are permitted, should they wish, to make personal audio (but not video) recordings of lecture and other group-based teaching and learning activities that may, or may not, be recorded by other means. Students wishing to make such recordings must seek the permission of teaching staff prior to doing so. Recordings made by students will be subjected to the same constraints on distribution (see paragraph 3.3 and 4.4) as are imposed on those recordings made by, or on behalf of, the University.
- 5.6. If a guest/honorary/visiting lecturer (or similar) teaches on a module where lecture capture is being used, it is the responsibility of the Module Leader to check with the guest lecturer whether they are happy to be recorded. If not, the Module Leader is responsible for ensuring that an 'acceptable alternative' is provided, as set out in 5.2 and 5.3. For a non-teaching



event, it is the responsibility of the internal organisers to carry out this check and arrange an 'acceptable alternative' if the event contributes towards the learning outcomes of the module or programme. A third-party consent form to be completed by the guest (see Appendix 2) is available.

## Appendix 1: Event Capture Audience/Guest Speaker (External) Consent Form and Licence

The form can be found at: <https://bham.sharepoint.com/sites/digitaleducation/SitePages/panopto-legal-conditions-and-code-of-practice.aspx>

### Event Capture Audience/Guest Speaker (External) Consent Form and Licence

This form seeks consent for the University to record contributions to a lecture, seminar, training session, other event or activity (whether still image and/or audio or visual recording format) (the “Recording”). The Recording will be used for the advancement of teaching, research and education (the “Purpose”) in the normal course of the University’s business. This is the legal basis on which the University will process any personal data provided pursuant to the Recording. The University of Birmingham in turn offers a commitment to use the recording appropriately for the Purpose and specified Use(s) (set out below). The Recording will be subsequently published via Canvas (the cloud based interactive virtual learning environment (iVLE) for the University’s staff and students) and/or where appropriate, the Internet and similar communication channels.

Please read the Form carefully before giving the following licences and consent:

1. I grant a non-exclusive, royalty free licence to record my performance and materials, which may include clinical images, in the Recording for the Purpose to the University of Birmingham.
2. I grant a non-exclusive, royalty free licence to the University of Birmingham to make the Recording additionally available for following use (“Use(s)”), and where necessary give consent to any of my Special category personal data\* being processed for these purposes whether inside or outside of the EU: *(please tick as appropriate)*
  - external use by the University (e.g. University’s website, YouTube, staff blogs or online open courses);
  - for promotional use (e.g. marketing, publications or external communications).
3. I confirm that I am legally entitled to grant the above licences. If my employer(s) has/have rights to the content within the recording, I confirm that I have received permission to make the contributions on the behalf of my employer or that my employer has waived such rights for the contributions to the recording.
4. I confirm where material or content is not my intellectual property including copyright (e.g. images, videos or other works) that: the intended use of the material is covered by a statutory exception (such as fair dealing for the purposes of criticism or review); or I have a licence or written permission from the owner to include the material or content in my contribution to the Recording.
5. I waive my performers and related remuneration rights in my performance as a performer (with performers’ rights as applicable).
6. I consent to the University editing the Recording appropriately whilst respecting the integrity of my performance and associating my name with the Recording where possible and appropriate.
7. I understand that my personal data will be processed for the recording, subsequent use, subsequent publication and storage of the Recording in the University’s electronic systems and Canvas for the Purpose and the Use(s) (indicated above as applicable). I also understand that the Recording may be accessed from outside the European Economic Area.
8. Recordings will be retained, and available to students until one year after the relevant full-time cohort would normally be expected to complete the programme, and then archived. Recordings will be archived for 2 years and then deleted.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

FULL NAME \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

NAME OF ORGANISATION (EMPLOYER) \_\_\_\_\_

EVENT & DATE \_\_\_\_\_

\*Special category personal data includes data about an individual’s race; ethnic origin; politics; religion; trade union membership; genetics; biometrics (where used for ID purposes); health; sex life; or sexual orientation.