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KMMS Educational Recording Policy

Table of Contents

1. Purpose and benefits	3
2. Scope.....	3
3. Definitions	4
4. Recording of teaching and additional content by staff.....	5
5. Recording of teaching by students.....	7
6. Recording of assessment presentations and performances	8
7. Recording of audio and video feedback by staff.....	8
8. Rights and entitlements of individuals and KMMS	9
9. Sources of support and guidance:.....	11
Appendix 1 Guest Event Recording Agreement Form	12

1. Purpose and benefits

- 1.1. This document sets out Kent and Medway Medical School's (KMMS) policy on recording learning and teaching activities. As KMMS is not a separate legal entity, references to its ownership of intellectual property shall be references to the University of Kent and Christ Church University's joint ownership of intellectual property.
- 1.2. It supports KMMS's objective to "Provide an outstanding learning experience supported by high quality teaching, modern facilities and opportunities to extend knowledge through inter-professional health and social care in the local community" (KMMS Programme Specification).
- 1.3. KMMS sees lecture recording as an important supplemental resource to support student learning. It is not seen as a replacement for attending lectures.
- 1.4. Lecture recording supports student learning in many ways including, but not restricted to:
 - Aids students who have particular accessibility requirements and/or educational needs
 - Enables the revisiting of complex ideas/concepts which students may have missed or wish to review
 - Aids revision
 - Supports students for whom English is not a first language
 - Supports an inclusive learning and teaching environment
 - Helps students when they are unavoidably unable to attend a lecture.

2. Scope

- 2.1. This policy applies to all KMMS staff (including associate members), students, and guest speakers.
- 2.2. This policy draws on the Canterbury Christ Church University Digital Learning Capture Policy and the University of Kent Policy for the Recording of Lectures.
- 2.3. There may be certain exceptional circumstances in which the recording of a lecture is not appropriate. In these cases, the Dean or their nominee will

agree the decision not to record.

- 2.4. Certain technical or operational circumstances may arise which mean that recordings of all lectures cannot be guaranteed, but all reasonable efforts are made to overcome these issues.
- 2.5. This policy does not cover recordings made and used in simulation suites.

3. Definitions

- 3.1. A **lecture** is a learning event which focuses on information transmission, typically by an academic member of staff presenting to students using physical or electronic presentation aids e.g. PowerPoint.
- 3.2. A member of KMMS **staff** includes all those employed by the School and any person who has a KMMS Associate account and as such is working for the School.
- 3.3. A **student** is any person registered as a student at KMMS or following any programme as if a student.
- 3.4. A **recording** is an audio or video recording made directly from a live performance, a broadcast of that performance, or made from another recording of it.
- 3.5. A **performance** is defined by Canterbury Christ Church University as “a dramatic or musical performance, a reading or recitation of a literary work, a performance of a variety act or any similar presentation, including the delivery of lectures and other teaching approaches. The performance must be live, but does not need to be public, nor does it require an audience” (2018). KMMS is expanding this definition to include student demonstration of their knowledge, skills, values, and behaviours in a relevant assessment process.
- 3.6. **Additional content** refers to any recorded materials created by a member of KMMS staff outside of the taught physical space for the purpose of expanding or enhancing the learning process. This can include, but is not limited to, interviews and geographically specific content.
- 3.7. **Intellectual Property** or **IP** means confidential information including know how, patents, utility models, inventions, copyright and neighbouring and related rights, and the right to sue for passing off or unfair competition,

designs, database rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

4. Recording of teaching and additional content by staff

- 4.1. Staff should record and publish all lectures where recording facilities are available, within the constraints detailed in 4.2. The recording and publication of other learning and teaching activities is optional within the constraints of 4.2.
- 4.2. KMMS acknowledges that:
 - a. Some lectures and/or learning and teaching activities may not be appropriate for recording.
 - b. Some elements of a live lecture may not be recorded e.g. a discursive element or one containing sensitive information.
 - c. As an alternative to the live recording of a lecture, staff can record the lecture content separately and publish it within the same time frame as a live recording would be published, as specified in 4.5 below.
 - d. Not all teaching styles are suitable for capture e.g. learning and teaching activities where recording may inhibit engagement.
 - e. A requirement to change a preferred or innovative teaching approach to accommodate recording may be to the detriment of the student learning experience and is thus not encouraged.
 - f. Reasonable adjustments may be required for staff with disabilities.
- 4.3. Should academic staff wish to opt out of recording their lectures, they must inform the Module or Year Lead to discuss options for alternatives, before seeking approval from the Dean or their nominee. This should ensure that in line with KMMS's aim of promoting an inclusive learning and teaching environment, no student is negatively affected as a result.
- 4.4. A module level statement on the use of lecture recordings will be made available to students.
- 4.5. Recorded lectures should be published in a timely manner, usually within two working days of the lecture. However, this time frame may be adjusted based upon teaching style and other specific requirements.

- 4.6. Recordings of lectures, learning and teaching activities and additional content can be used as digital contact hours when presented in a structured manner in line with the universities' guidance on blended learning.
- 4.7. All recordings will be available only to those students registered on that instance of the module. Staff may make a request to the Programme Director for recordings to be made more widely available, but will need to have permission from all Performance Rights holders before doing so (see 8.3)
- 4.8. In line with KMMS's spiral learning curriculum, recordings will be held for a maximum of six years. Those recordings made for first year modules will be retained for the completion of the academic year in which recorded plus a maximum of 5 years. Subsequent years' module recordings will be retained for the current academic year plus the time until that cohort graduates. If a student intermits or re-sits a year, they will be given access to the recordings made available to the cohort they join from the point at which they resume the course. They will retain access to the module recordings on the modules on which they were enrolled prior to their break in studies, subject to the KMMS recording retention statement. Recordings may be kept for a longer duration of time upon request by the lecturer, or at the discretion of KMMS.
- 4.9. Recordings will be made available to students in an online streaming format. Access to a downloadable version of the recording may be provided where necessary.
- 4.10. Technical maintenance of the recording systems' hardware and software within lecture-capture enabled physical spaces is provided by the Information Technology departments at both universities. Cameras, microphones, and software in lecture capture enabled rooms for the ReCap system are serviced by the Information Technology department at Canterbury Christ Church University. Cameras, Microphones and software in lecture capture enabled rooms for the KentPlayer system are serviced by Campus Support at the University of Kent.
- 4.11. Guidance and training for staff in how to use the recording systems to support learning and teaching will be provided in the first instance by the Digital Education team at KMMS. Staff are also able to take advantage of the training provided by the relevant teams at the University of Kent (for KentPlayer) and Canterbury Christ Church University (for ReCap).

- 4.12. Within the Student Handbook, students should be informed of the following:
- a. The timescale for the publication of lecture recordings which will normally be two working days (see 4.5).
 - b. Lecture recordings are a supplemental resource. They do not replace attendance at lectures.
 - c. Recorded material is provided solely for the purposes of personal study and must not be reproduced or distributed to any third party and must not be made available on any external website or social media channel. To do so, or to make any other inappropriate use of recorded material is a disciplinary matter.
- 4.13. Recordings made in specific geographical areas may require suitable permission from the local copyright owner. Staff making such recordings are responsible for acquiring relevant permission prior to the recording being made.

5. Recording of teaching by students

- 5.1. Students with Inclusive Learning Plans (ILPs) have the right to record the audio of any lecture or teaching and learning activity if these are not routinely recorded within the constraints outlined in 4.2 and 4.3.
- 5.2. Audio recordings of teaching sessions are not permitted where to do so would be an infringement of data protection, copyright, sensitive clinical information, or the commercially sensitive intellectual property rights of others. In situations where recording is not permitted, students may be allowed to challenge the decision, the result of which will be decided by the Dean or their nominee.
- 5.3. Audio recording of small group teaching/seminars where group discussion and debate may be discursive is not permitted without the explicit prior consent of teaching staff and the express permission of all participants. If such permissions are not given, the member of academic staff must implement reasonable adjustments to ensure students with an ILP are able to access the information covered in the small group teaching/seminar.
- 5.4. Audio recordings made by students are to be used solely for the purposes of personal study and must not be produced or distributed to any third party and must not be made available on any external website or social media channel. Any inappropriate use of recordings created by students will be

considered a disciplinary matter.

- 5.5. The visual recording of lectures or any other learning and teaching activity is not permitted without the explicit prior consent of the member of academic staff and other individuals involved.

6. Recording of assessment presentations and performances

- 6.1. Recording of presentations and performances by students for the purposes of certain summative assessments will be required for academic quality assurance purposes e.g. small group presentation in General Practice placements in the first year of the programme and/or for grading, moderation, and feedback purposes. Academic staff responsible for the assessment are similarly responsible for the recordings made.
- 6.2. KMMS retains the right to keep a copy of the recording for assessment review, research (with the express permission of the participants) and archiving purposes. These recordings will be retained in line with the General Data Protection Regulation (GDPR) and the KMMS Student Privacy Notice.
- 6.3. In line with the Item 335U of the Office for Students Conditions of Registration, recordings made for assessment purposes will be retained by the KMMS universities (the University of Kent and Canterbury Christ Church Universities) for five years beyond the end date of the course to which they refer.
- 6.4. Content recorded by students for assessment purposes is subject to current copyright regulations (see section 8.12).
- 6.5. Recorded assessments may only be used as training material for staff or other students if the express permission of all recognisable participants in the recording (the student, examiner, actor/patient, etc) has been obtained.

7. Recording of audio and video feedback by staff

- 7.1. Recording of audio or video for the purpose of assessment feedback may be used for academic purposes. Academic staff responsible for the creation of feedback are similarly responsible for the recordings made. These will only be shared with relevant staff or external assessors for academic review and may not be distributed to students other than those for whom the feedback is

created.

- 7.2. Students retain the right to view recorded feedback, but KMMS retains the intellectual property rights in relation to the recording.
- 7.3. Feedback recordings will be retained for a period that adheres to the recording retention policy.

8. Rights and entitlements of individuals and KMMS

- 8.1. The intellectual property (IP) associated with teaching content created by staff over the course of their duties is owned by KMMS. This includes the IP of any recordings made by it or on its behalf.
- 8.2. The IP associated with recordings made by students of organised teaching sessions is owned by KMMS. The intellectual property associated with recordings made by students of individual and/or group learning activities (e.g. individual reflections on studies, practice recordings of group presentations) that take place outside of organised teaching is owned by the student(s). However, KMMS retains the right to use, copy, and distribute such content as is deems necessary for learning and teaching purposes.
- 8.3. The performance rights associated with any recordings created of staff, students, or guests of KMMS are owned by the individual(s) being recorded. Staff who record educational activities agree to license their performance rights to the institution so that students can access learning resources as per clause 5.8. Those recorded will retain the moral rights in their performance as per Sections 205C – 205N of the Copyright, Designs & Patents Act. These rights apply to the recording of any performance, as determined in the definition of “performance” given in 3.5. Further information on performance rights can be found in Part II of the [UK Government’s Copyright, Designs and Patents Act \(CDPA\) 1988](#).
- 8.4. Upon leaving employment at KMMS, former employees will not be entitled to use any recordings in which KMMS owns the IP rights, unless the written permission of KMMS has first been obtained, in line with Annex G of the KMMS Memorandum of Agreement. KMMS will be entitled to continue to use recordings in which the former employee owns Performance Rights specifically to complete teaching of the instance of each module for which the recordings were made. Beyond this, KMMS will not be entitled to use any recordings in which the former employee owns Performance Rights, unless

the written permission of the former employee has first been obtained.

- 8.5. In the event of teaching sessions being cancelled or postponed due to a staff member withholding their service for purposes of industrial action, recorded content will not be made available by KMMS in place of such sessions.
- 8.6. Where teaching sessions are cancelled due to unexpected staff absence adverse weather conditions or other unexpected closure of KMMS and where a rescheduled session is not possible, recorded content may be used as an acceptable replacement with permission of either the staff member or, in cases where the staff member is unable to be contacted, the Programme Director.
- 8.7. Recordings cannot be guaranteed, but all reasonable efforts will be made to provide them.
- 8.8. Students, and all those being recorded, must be informed of this prior to the commencement of the recording. Where regular recordings are taking place, this should be communicated either in writing in the programme and module handbook, in writing through the terms and conditions of an individual programme or in writing prior to the start of a semester or academic year. When there is an occasional, individual recording, this should be communicated verbally prior to the start of the recording, ideally also indicated in writing on a PowerPoint slide.
- 8.9. For both regular and isolated recordings, participants should be informed of which elements will be recorded (audio, video, screen content etc.). If there are any changes to a previously published approach, the changes must be communicated prior to them taking effect.
- 8.10. Students may retain the right for their image or voice to be excluded from a recording unless it is required for the purpose of assessment. This right must be communicated prior to the recording taking place. Where recording is taking place within a learning and teaching environment, appropriate measures should be taken to allow students who wish to retain this right to attend the session without being recorded.
- 8.11. KMMS commits that content recordings will not be used as a means of evaluating teaching or for performance management purposes. However, they may be provided as evidence in any legal or employment proceedings related to incidents that are alleged to have occurred.

- 8.12. KMMS staff should be aware of their responsibilities under the [University of Kent Copyright Policy](#), particularly in relation to use of third party copyright material. It is the responsibility of the KMMS staff member(s) providing the content to be recorded to make sure that their use is either covered by a licence from the copyright owner, or copyright exceptions apply prior to the recording of the content.
- 8.13. KMMS retains the right to withdraw a recording at any time if concern is raised due to potential infringement of copyright, breach of confidentiality, data protection, or public exposure of commercially sensitive information.
- 8.14. Where downloadable formats of recordings are made available, they are provided for personal use only. Distribution of such content to unauthorised parties is considered a breach of KMMS' intellectual property rights and copyright ownership and KMMS reserves the right to take appropriate action against any individual or group unlawfully distributing its content without express permission.
- 8.15. Individuals external to KMMS that are being recorded must provide express permission to be included in the recording, and for that recording to be distributed within KMMS to appropriate groups of students and staff. Further, if the individual is presenting their own content, ownership of the intellectual property of that content may reside with the individual's employer, and permission needs to be granted for KMMS to record such content.

9. Sources of support and guidance:

- 9.1. Further information about lecture recording is available on KMMS Learn.

Appendix 1 Guest Event Recording Agreement Form

By signing this form, I, the undersigned guest presenter, agree to allow Kent and Medway Medical School (KMMS) to record my presentation for the event stated. Subject to the retention period below (and in the absence of any selection, a perpetual retention period) I grant the KMMS universities (the University of Kent and Canterbury Christ Church University) an irrevocable licence to the performance rights of this recording for the purposes stated below. Where there are any materials created by me included within my presentation, I grant the KMMS universities (the University of Kent and Canterbury Christ Church Universities) an irrevocable licence to make these available through the recordings for the purposes stated below.

I confirm that where my presentation includes materials for which the intellectual property rights, including copyright, are owned by another party, I have either (a) secured permission to include the materials in my presentation, including permission to record such materials; or (b) determined that statutory exceptions (e.g. fair dealing) apply to my use of the materials.

I understand that any copyright or other intellectual property regarding the recording belongs to the KMMS universities (the University of Kent and Canterbury Christ Church University).

I agree to the use of my personal data being processed in accordance with data protection law for the purposes of this recording and subsequent publishing.

I understand that the recording will be retained for the period defined below and will then be deleted.

Any queries, including withdrawal of agreement, should be addressed to the KMMS contact named below, and to digitaleducation@kmms.ac.uk

To be completed by KMMS Staff

KMMS Staff Contact Name _____

Email _____ Phone _____

Event _____

Date of Event ____/____/____

Purpose (select all that apply)

Standard Lecture – state Module/Programme(s)

 Institution-level access

Public access

Other – Please state

Retention Period

Standard KMMS retention period (up to 6 years)

Perpetual retention (recording will be kept indefinitely and will not be deleted)

Other retention period – Please specify date for deletion ____/____/____

To be completed by guest presenter

Name _____

Email _____ Phone _____

Signature

Notes for the KMMS Staff Contact

This form should be initially completed by you, then sent to the guest presenter to complete their section, including signing, and returned to you prior to the event.

Event name

This should be just the title of the presentation (if a standard lecture) or the name of the event at which the presenter will be speaking followed by the title of the presentation.

Purpose

If the recording is being made for a taught module or programme, please indicate which module(s) and/or programme(s) are included. Only the named modules/programmes can be given access to the recording.

If you select "Institution-level access" you are stating that the recording can be made available to anyone within KMMS.

If you select "Public access" you are stating that the recording can be made publicly available.

If you wish the recording to be made available to a different group, please select "Other" and state who should be able to access it (if you are unclear please email digitaleducation@kmms.ac.uk for advice).

Please make sure you select all appropriate options.

Retention Period

You must state how long the recording will be retained. All standard taught content should be retained for the standard KMMS retention period, unless there is specific reason to remove the recording sooner.

If the recording is kept for the standard KMMS retention period, it will be deleted as part of KMMS' standard housekeeping processes.

If an alternative date for deletion is selected, it is the responsibility of the KMMS Staff Contact to make sure the recording is deleted on the date specified.

Should you later wish to use the recording for a purpose not stated on the form, you will need to fill out another copy of the form with the additional uses and have the presenter sign that in addition to the existing agreement.

Please keep a copy of this completed form for the duration of the retention period selected.