



Guidelines to recording online and onsite classes

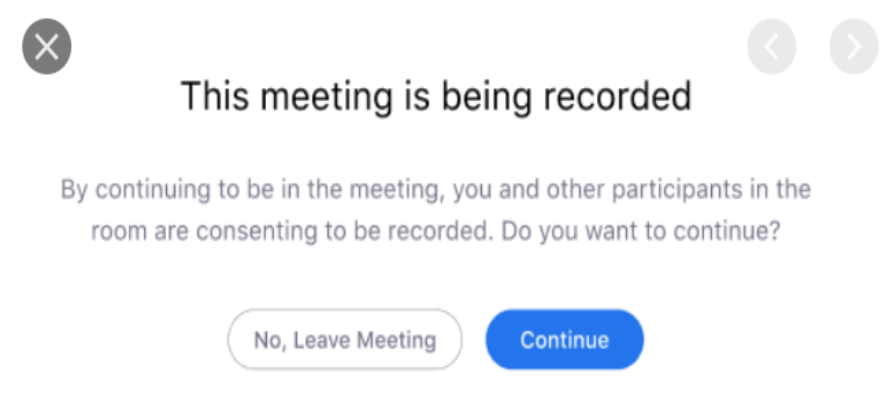
1. Purpose

- 1.1. The purpose of these guidelines is to give clarity to teaching staff, students, Unitec and other parties as regards the recording of classes and other teaching activities for or on behalf of Unitec. This includes rights and responsibilities in relation to:
- (a) copyright in material produced by teaching staff and students;
 - (b) the use of third-party copyright material in lectures and other teaching activities;
 - (c) consent processes and privacy considerations when recording lectures and other teaching activities;
 - (d) subsequent use of recordings of lectures and other teaching activities.

2. Delivery

2.1. Online Delivery

- (a) We have introduced a default position whereby all synchronous Zoom classes are recorded. Staff members are deemed to consent to the recording of online classes unless they apply to opt-out in the manner set out in section 3 below.
- (b) Staff are asked to notify students at the start of the online class that the class is being recorded. A notification in the form set out below should also appear before the student accesses the Zoom class:



- (c) Staff and Students are deemed to consent to the online class being recorded and to the recording being distributed for teaching purposes internally within Unitec.
- (d) If Staff and Students wish to discuss more sensitive matters during a

zoom class, the practice should be that the Staff member creates a breakout room within the virtual meeting to have the discussion. Breakout rooms are not recorded, only the main room is included in the recording.

2.2. Onsite Delivery

- (a) Where onsite classes are being streamed and / or recorded, Staff should expressly state this at the start of the class.

2.3. All Delivery

- (a) In all instances, Staff must ensure that where they refer to or use copyrighted material of others during the course of a class, they do so:
- (b) in accordance with Unitec's copyright licensing agreements; or
- (c) permission is obtained for the use of any material not covered by copyright licences or by exceptions under copyright legislation (please contact Unitec's library team if you have any questions).

3. **Student Success**

3.1. Student success is important to Unitec. Providing high quality teaching and learning resources enhances opportunities for success for all students. As part of this objective, Unitec requires all synchronous Zoom classes be recorded and reserves the right to stream and / record onsite classes where this promotes student success. This ensures that we:

- (a) Enable students the flexibility to access recordings when they can.
- (b) Allows students access to recordings for review when studying for assessment.
- (c) Enhance inclusivity and accessibility for all students.
- (d) Provide the Assisted Learning team with more opportunity to ensure equity of access.
- (e) Recognises the needs of students with English as a second language.
- (f) Comply with Unitec's student-centered approach.

4.0 Opt out policy: In the limited number of exceptional circumstances below, a recording may not be appropriate. To apply for opt out, Academic Programme Managers must complete this form [here](#) 10 working days before relevant class is scheduled. Limited circumstances where an opt out may apply include:

- 4.1** Lecturer is covering personal information or using case studies which may infringe privacy or confidentiality, and other options to manage these concerns are impractical e.g. nursing teachers discussing patients for WBL.
- 4.2** There is an increased risk of copyright infringement due to lecturer using significant proportion of copyrighted material, and other options to manage the risk are impractical.

- 4.3** Teaching delivery method is not, in the opinion of the relevant Head of School, conducive to recording, and provides limited pedagogical benefit to students e.g. seminars, studio-based courses, team-based learning sessions etc.

5.0 Copyright and Recordings

- 5.1** Information Technology shall ensure that all Unitec recordings intended for distribution are appropriately identified as being subject to copyright and include the Unitec logo. A warning in the following terms should be embedded in the recording before distribution:

Copyright Warning

These materials may be used only for Educational Purposes. They include extracts of copyright works copied under copyright licences. You may not copy or distribute any part of this material to any other person. Where the material is provided to you in electronic format you may download or print from it for your own use. You may not download or make a further copy for any other purpose. Failure to comply with the terms of this warning may expose you to legal action for copyright infringement and/or disciplinary action by Unitec New Zealand Limited.

- 5.2** Unitec will use and distribute the recordings in accordance with the licence that it holds under the Unitec Intellectual Property Policy.
- 5.3** When distributing or otherwise making available a recording of a lecture to persons other than staff or enrolled students, Unitec is responsible for ensuring that:
- a. all active participants have consented to recording and distribution (this is achieved by informing participants before the commencement of the class that it is being recorded. Participation in the class is deemed acceptance of the fact of recording and intended distribution);
 - b. copyright permissions relating to embedded material e.g. video, audio recordings, pictures, have been obtained; and
 - c. copyright warning and limitation of use notices accompany the recording as appropriate (see copyright warning above).

6.0 Rights and Responsibilities of Students

- 6.1** Where Unitec records classes, students:

- a. are entitled to access recorded classes for courses that they are formally enrolled for the duration of time they are enrolled in the course. This is subject to any restrictions or limitations put in place by staff for practical reasons and / or any editing or amendments to the recording that may be carried out pursuant to clause 5.5 or for any other reason Unitec considers appropriate;
- b. may not access recorded classes for courses that they are not enrolled in; and
- c. may not distribute or otherwise circulate to a third party any recordings they are permitted to access;

- 6.2** Students may only make personal recordings of classes with the permission of the

staff member teaching the class and may only use such recordings for the purposes of private study or research.

7.0 Privacy

- 7.1** Students attending classes in which they are observers will not normally be recorded, except where such recording is unintentional or incidental.
- 7.2** Where class activity is based primarily around student-generated discussion and is recorded, then students are deemed to have consented to being recorded where they are on notice of the recording at the start of the class. This consent extends to the recording being distributed in the manner set out in paragraph 2.1 (c) above.
- 7.3** Regardless of any other restrictions on access, any clearly identifiable participant in a recorded lecture is entitled to access the relevant part of that recorded lecture, under the Privacy Act 2020.
- 7.4** Where any participant in a class has concerns about their identifiable actions in a recording of a class, they may make a written request to the relevant staff member detailing their concerns. The staff member receiving such a request may refer this to another appropriate member of staff where the concerns expressed in the request relate to distribution.

REFERENCE DOCUMENTS

- [1] Intellectual Property Policy
 - [2] Privacy Policy
 - [3] Privacy Procedures
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