# Instructions and recommendations for creators of educational videos

If you create **videos for use in your own teaching or for the needs of your degree programme, no copyright agreement is necessary** because, under the law, the copyright belongs to the person who creates the video (the teacher), not the employer or anyone else. Copyright means, among other things, that you are entitled to decide on the use, alteration and application of your educational video. Your unit may have its own practices concerning the availability of learning material (e.g., to the leadership of the degree programme, education planning officers and colleagues engaged in educational cooperation) for the purposes of educational cooperation and development. The University encourages staff to openly publish and use digital learning material.

## Publication and management of videos

You can manage the videos you have published on UniTube, for example, by deciding who can view them. If you also wish to allow others to manage your videos, you should publish the videos on UniTube with unlimited access and share the links to all relevant parties. This can be done, for example, in the case of joint teaching if you wish to allow the other teachers or the director of the degree programme to use the video. If you wish to allow several people to manage a video, it should be published under the group code in the UniTube Uploader.

When a video is downloaded onto UniTube, you must also select a licence to let others know how they can use the video. The available licences are:

* **Creative Commons 3.0**: This licence means that the user of the video must credit the creator and that the video cannot be used for commercial purposes or be altered.
* **All rights reserved**: This licence means that the creator holds all rights to the video and that the video cannot be used without the creator’s permission.

To promote the open use of educational videos, the University recommends that you select the Creative Commons 3.0 licence.

## Concluding a copyright agreement on videos

If necessary, agreements can be concluded on the copyright for videos. A copyright agreement should be concluded if

* A guest lecturer’s lecture is recorded with his or her permission and you wish to have the right to use the video.
* A recording features actors or other assisting staff who can be seen on the recording.
* Several universities cooperate with each other or the University cooperates (e.g., in teaching) with external parties.
* The use of the learning material is to be agreed for a longer period than customary (e.g., after the curriculum period).
* You wish to show videos made by students in subsequent courses.

When concluding a copyright agreement, you are recommended to use the template below. Typically, a copyright agreement determines the duration for using the educational video, the fee paid for its use, permitted users, the purpose of use, and whether the material can be shortened or altered.

When concluding a copyright agreement, you must declare that you have created the digital learning material which is the subject of the agreement, and that you have used only copyright-free material in your video. In other words, you cannot agree on the exercise of others’ copyright.

Please note that you always need the **permission of the performer(s)** for **recording a performance** (audio and video recording) and using it. Performances include teachers’ lectures, students’ performances or presentations, the playing of an instrument, and the performance of a song, dance or play. If a recording features the performance of works by others, you must have permission to both perform and record them (Toikkanen & Oksanen 2011, 43, 45).

## Model agreements

**The template below should be used for customary agreements.** For other agreements, please see the templates here: https://blogs.helsinki.fi/tekijanoikeudet-opetuksessa/?page\_id=28420.

## Copyright licence

The parties to this licence agreement are

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Rightholder”) and

the University of Helsinki **[faculty and/or department]** (“Organisation”).

The Organisation wishes to **[describe what will be done with the material and in which connection is the material needed]** and to have the right for the operational unit/faculty/department [or the University of Helsinki as a whole **if the material should also be available outside the unit in question**] to use the material protected by copyright.

The Rightholder holds the copyright to the Material described here [add a description or the words “in Appendix A, Material”, in which case you can describe the material in detail in the appendix; at the minimum, briefly mention the title and scope of the educational material or video], and the Rightholder is willing to provide the Organisation with a licence to use the Material.

The following is agreed concerning the licence to use the Material:

1. This agreement will enter into force on **[date]**.

2. The Rightholder declares that the copyright to the Material belongs to the Rightholder, who also holds all rights to decide on the use of the Material in accordance with this agreement and to transfer rights based on this agreement to the Organisation. The Rightholder declares that the Material does not include content whose use violates the copyright or other rights of a third party. If compensation claims are brought against the Organisation for the violation of the rights of third parties, the Rightholder is responsible for the payment of compensation based on such claims to the third parties.

The Rightholder grants to the Organisation the right to use the Material and incorporate the Material into any other material. The licence to use the Material includes the right to alter and copy it and to make it available to the public, but the scope of the licence is not limited to such rights. / **[Or otherwise define the permissible method of using the Material and its purpose.]**

3. The Rightholder retains proprietary and similar rights, such as copyright, to the Material, and the licence granted to the Organisation does not restrict the Rightholder’s right to use the Material.

When using the Material, the Rightholder must be credited in accordance with proper usage **[or define in more detail]**. / **[Or if the Rightholder need not always be mentioned:** It has been agreed with the Rightholder that the Rightholder need not be credited or otherwise referred to when using the Material. However, the Organisation may credit or refer to the Rightholder, should it so wish.]

The Rightholder has the right to receive €**[ ]** of compensation for the licence granted under this agreement. The Rightholder has no right to other compensation for the licence granted under this agreement. The compensation is to be paid to the Rightholder **[specify when the compensation is to be paid]**.

5. The licence is perpetual / **[or determine the period of validity if the agreement is concluded for a fixed term].** The licence is non-exclusive.

6. The Organisation does not have the right to transfer the licence received under this agreement to third parties. / **[Or if the Material must be used together with other organisations or must otherwise be transferred:** The Organisation has the right to transfer the licence received under this agreement to anyone.] / **[Or to parties specified in the agreement, in which case this must be stated in the agreement]**.

7. This agreement is governed by the laws of Finland.

This agreement has been drawn up in \_\_\_\_\_\_\_\_\_ original copies, one for each party.

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### Rightholder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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### University of Helsinki

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Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_