



Recording Policy & Consent

The purpose of this Policy is to provide guidelines for Touro University's use of recording devices in support of its educational mission, as well as quality assurance, security, emergency response, public safety, and crime prevention efforts. Touro University is committed to further improving the quality of life of the campus community by integrating the best practices of technology use for education, safety, and security.

The principles of this Policy:

- "Recordings" (or singular, "Recording") shall include still photographs, negatives, video stills, video recordings, and audio recordings, regardless of recording format or preservation format. All Recordings shall comply with all applicable local, state, and federal laws, including the Family Educational Rights and Privacy Act (FERPA) if applicable.
- All activities in the Touro University's Simulation Lab/Objective Structured Clinical Examination ("OSCE") areas may be recorded. Requests to disable Touro University recording equipment must be made at least five (5) business days in advance to the Simulation Director, who is the sole decision-maker regarding whether to disable video recording equipment. Audio may still be recorded despite the absence of video recording.
- Recordings may be monitored live and in real time, or viewed later, by Touro University staff and/or faculty responsible for the course held in Touro University Simulation and OSCE areas.
- Recordings are made for educational and quality assurance purposes. However, as required, recordings may also be used for safety and security purposes.
- Any Recording recorded, collected, or preserved in any manner is the property of Touro University.
- No attempt shall be made to alter any part of any Recording.
- Recordings of Simulation/OSCE areas are maintained in accordance with FERPA guidelines. They are securely stored in the LearningSpace Enterprise



cloud platform by Elevate Healthcare (formerly part of CAE - Canadian Aviation Electronics) and are accessible online to authorized users.

- Only Touro University department staff/faculty assigned to courses held in the Touro University Simulation/OSCE areas shall have access, for educational and quality assurance purposes only, to the Recordings of Touro University courses held in the SIM/OSCE areas. Touro University students shall have access to only those Recordings in which they appear, and only upon the request of Touro University faculty on behalf of the student.
- If access to the recordings is required for safety or security purposes, the Touro University Security Closed Circuit Television Policy will govern it.
- Should access to the Recordings be required for academic integrity purposes, access may be granted to the appropriate authorized individuals to review and use the Recordings for review in accordance with Touro policy.
- Any diversion of Recordings for any purpose other than education, quality assurance, safety, or security concerns (i.e., monitoring of political or religious activities, personal gain) is therefore prohibited by this Policy unless necessary to facilitate any aspect of Touro's operations, in Touro's sole and absolute discretion.

Recording Consent Forms ("Consent Forms," or "Consent Form" in the singular) for Touro University are required as follows:

Failure to execute a Consent Form as required below shall result in the individual being refused entry into the Simulation/OSCE areas, until and unless the individual executes a Consent Form.

- **TOURO UNIVERSITY STUDENTS** must execute a Consent Form to access the Simulation/OSCE areas for any reason, including participating in simulated medical education activities which may be required as part of your coursework. You must execute the Consent Form below ***five (5) business days prior to your first time entering the Simulation/OSCE areas.*** Failure to execute the Consent Form below will result in you being denied access to the Simulation/OSCE areas and may result in a failing grade.



If you fail to execute the Consent Form below and are denied access to the Touro University areas, you are required to inform the course instructor and discuss any academic repercussions with them. Touro University, AND THEIR EMPLOYEES ARE NOT RESPONSIBLE FOR ANY REPERCUSSIONS RESULTING IN YOUR FAILURE TO EXECUTE THE CONSENT FORM.

- **TOURO UNIVERSITY FACULTY AND STAFF** must execute the Consent Form below to access the Simulation/OSCE areas for any reason, including, but not limited to, performing any of the requirements of your employment, conducting tours, and attending meetings in the Simulation/OSCE areas. You must execute the Consent Form below **five (5) business days** prior to your first time entering the Simulation/OSCE areas. Failure to execute the Consent Form below will result in you being denied access to the Simulation/OSCE areas and may result in a failing grade.

If you fail to execute the Consent Form below and are denied access to the Simulation/OSCE areas, you are required to inform your supervisor and discuss any repercussions with them. TOUR UNIVERSITY AND THEIR FACULTY/STAFF ARE NOT RESPONSIBLE FOR ANY REPERCUSSIONS RESULTING IN YOUR FAILURE TO EXECUTE THE CONSENT FORM.

- The executed Consent Form will be kept on file with the Simulation Director who shall be responsible for storing the Consent Form through the end of the academic year. Upon the new academic year, or upon an update to this Policy, you must execute a new Consent Form no later than five (5) business days prior to entering the Simulation/OSCE areas.

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Consent to Photograph, Video, or Audio Recording

The undersigned does hereby agree and authorize all respective employees of Touro University to use Recordings of their participation in simulation activities for the purposes of education, research, medical journal/publication, and/or marketing and related Touro University organizations, as well as Touro University-related safety and/or security purposes.

Uses for Recordings may include but are not limited to news releases, website content, printed marketing brochures, training/educational material, or other authorized forms of organizational communication (internal or public) without compensation of any kind. Identification of Subject will be limited to role only (e.g., medical student, nurse, etc.); Subject will not be identified by name.

The undersigned does hereby release and relinquish all rights and privileges to all aforementioned Recordings while relinquishing all current and future rights and interests for the purposes contemplated herein.

The undersigned further releases, waives, and discharges any claims of any kind or nature arising out of or relating to the use of the Recordings for any purpose.

Print Name: _____ Date: _____

Signature: _____

Touro University, STUDENTS

Program: _____ Student ID: T # _____

Graduation Year: _____

Touro University, FACULTY & STAFF

Department: _____ Touro ID: T # _____

VENDORS / GUESTS / NON-TOURO UNIVERSITY STUDENTS:

Organization: _____