



Official Communication No. 25/2020

**Regulation on the use of copyrights concern-
ing projects within the bachelor's and master's
degree programs at Cologne Game Lab
(hereinafter CGL) of TH Köln - University of
Applied Sciences**

from October 6 th, 2020

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**Technology
Arts Sciences
TH Köln**

Information:

Please note that in accordance with sect. 12 (5) of the North Rhine-Westphalia Higher Education Act (Hochschulgesetz – HG NRW) a violation of the formal and procedural requirements of the university's rules and self-governing laws cannot be asserted after one year has elapsed since this announcement, unless

the rules and regulations were not properly announced,

the executive board had previously objected to the decision of the body adopting the rules and regulations,

a complaint regarding the violation of the formal or procedural requirement had previously been made and in this complaint, the legal regulation violated was mentioned and the violating circumstances were described, or

at the time of publication of the rules and regulations, the legal consequences of the preclusion of complaint were not indicated.

Regulation on the use of copyrights concerning projects within the bachelor's and master's degree programs at Cologne Game Lab (hereinafter CGL) of TH Köln - University of Applied Sciences

from October 6th, 2020

This is a translation of the original German document. For all legal purposes, solely the German version of the regulation shall be considered binding.

By virtue of sections 2 (4) and 64 (1) of the North Rhine-Westphalia Higher Education Act (Gesetz über die Hochschulen des Landes Nordrhein-Westfalen - Hochschulgesetz (HG)) of September 16th 2014 (Gesetz und Verordnungsblatt NRW (GV. NRW), p. 547) in the version of the Amendment Law of July 12th 2019 (GV. NRW p. 425), last amended by Article 10 of the Act of April 14th 2020 (GV. NRW. p. 217b), TH Köln - University of Applied Sciences has adopted the following regulations by statute:

Preamble:

Within the framework of the courses offered by CGL, it is intended that students develop projects in collaboration with each other. "Project" means the process and outcome of the joint conception, design and implementation of digital games or similar creative works by groups of students as part of their studies and without the participation/support of third parties. Therefore, it is necessary to lay down conditions concerning the copyrights and exploitation rights arising in the course of these projects.

With his or her participation in a project curricular offered by CGL the student accepts the following regulations:

ARTICLE 1 - Collaboration

Students are obliged to realize projects together with their fellow students, from preparation and conception to completion.

ARTICLE 2 - Completion of projects

The project is deemed completed upon the presentation of the final version in the final session of the respective semester in mutual agreement by all participating students.

As an exception, the project may also be submitted to CGL for review and grading in a different way. Such exceptions shall be granted beforehand by the professors responsible for the project module and grading.

If students involved in the group work refuse to contribute to the joint work or are unable to do so or do not complete the work due to force majeure, they do not have the right to refuse their work to be used for the final presentation of the project.

In this event, the student is already in agreement with his or her contributed work to be processed. This processed version of the student's work shall fully be part of the evaluation of the presentation at CGL.

Changes of the finished Project require the agreement of all parties involved in the completion of the project.

ARTICLE 3 - Optional Management

During the project and also after its completion, student teams may decide to appoint representatives who will be responsible for certain decisions and actions on behalf and with power of representation of all authors involved.

The appointment of these representatives shall be made in mutual agreement and by written agreement specifying the duration and precise terms of the mandate.

In accordance with the conditions laid down in the agreement, the representatives can only decide on certain forms of exploitation if they report on these acts to all participants. The agreement should specify particularly important forms of exploitation which require the prior consent of all participants.

ARTICLE 4 - Ownership of works arising from the Project

Within the scope of this regulation, work is considered joint work within the meaning of Section 8 (1) German Act on Copyright and Related Rights (UrhG). It is the result of joint work and several natural persons have participated in its creation. Therefore, the work is the joint property of all students involved in the project. In accordance with the German Act on Copyright and Related Rights, all participating students exercise author's rights in mutual agreement.

The conditions for the exercise of these rights and duties of the participating authors are set out in the following articles.

ARTICLE 5 - Rights

5.1.1 - Rights to the complete work

All participating students are granted a non-exclusive right to use the joint work in any form of non-commercial use, including advertising. Consequently, all participating students have the right to use and reproduce the joint work for any non-commercial use with the aim of promoting the work and their own creative work (e.g. distribution in a trade exhibition, participation in a competition, etc.).

All participating students must have access to all project data at all times, including beyond the duration of the project.

Any further use of the joint work, in particular for commercial purposes, must be decided in mutual agreement in accordance with the conditions laid down in this contract or by means of a written annex.

5.1.2 - Rights of fellow students in the further usage of the work

If the work is later used for the purpose of carrying out pre-production or final exploitation including marketing, the authors involved must agree on the legal and financial conditions of such use, if necessary with one or more industrial partners.

The student hereby acknowledges that he or she may not withhold his or her consent to further usage of the project in bad faith.

5.2 - External Contributions - External Services

The student declares that he or she is the sole owner of the copyrights to his or her contribution and takes all necessary measures to ensure that he or she has exclusively written his or her own contribution.

Apart from the legal exceptions (e.g. right of quotation), the student agrees not to use any intellectual creations of others or third-party services that might be protected by an intellectual property right.

In the event that students wish to reuse already existing works, they must provide the students involved in the project and the supervising professors with all documents and information necessary to assess the possible use of a protected work.

The other participating students may refuse to use an already existing work if such processing requires disproportionate effort or costs in connection with the work; any decision to include protected elements shall be made in mutual agreement between the participating students in advance.

ARTICLE 6 - Assignment of rights - non-commercial use for advertising purposes

CGL is entitled to reproduce, use or reuse work created during the course of studies or parts of such work non-commercially and with the aim of promoting CGL and its activities in all existing and future media in perpetuity.

ARTICLE 7 - Naming of fellow students

The student is obliged to clearly state the surnames, first names and areas of responsibility of all participants in the production of the work during any present and future use of the work.

ARTICLE 8 - Naming of CGL of TH Köln - University of Applied Sciences

The student agrees to emphasize during each present and future use of the work that this work is the result of a project by students at CGL of TH Köln - University of Applied Sciences.

This obligation also applies to the partial use of the work as well as to the production of subsequent works.

ARTICLE 9 - Disagreements

In the event of a disagreement, the student will do his or her utmost to contribute to an amicable settlement.

ARTICLE 10 – Entry into force

This regulation enters into force as of March 1st 2019 and is to be published in TH Köln - University of Applied Sciences' official communication (Amtliche Mitteilungen).

This regulation shall apply to all students who have enrolled or will enroll in the CGL's degree programs at TH Köln and to all projects, which are created within their CGL programs beginning from March 1st 2019.

This regulation does not apply to projects that are developed with the participation of third parties, in particular funding agencies or industrial partners. In this case the funding conditions and contracts take precedence over these project regulations.

The regulations are published on the basis of the resolution of the faculty of cultural sciences of TH Köln dated July 4th 2019 and after legal review by the President's Office of TH Köln - University of Applied Sciences dated of September 23rd, 2020.

Cologne, October 6th, 2020

President of TH Köln –
University of Applied Sciences

(Prof. Dr. Stefan Herzig)