

INTELLECTUAL PROPERTY (IP)

H1 2026 Newsletter



Editor's Note

Intellectual property is no longer only a legal entitlement to be registered and defended; it is increasingly the asset on which commercial strategy is built. This distinction runs through every discussion in this edition, from the question of who owns branding materials produced by generative AI, to how ownership, control and monetisation are structured differently across music, film, fashion and the digital creator economy, to the growing recognition of athlete identity as a standalone commercial asset in its own right.

This edition of Kenna's IP Unit Newsletter also captures a shift underway in Nigeria's own IP environment. Early implementation of the National Intellectual Property Policy and Strategy, the first disbursement under the Copyright Levy, and the Federal High Court's decision in *Veno Marioghae Mbanefo v Airtel Network Limited* all suggest a regulatory and judicial environment beginning to test, in practice, the value it has long promised rights holders on paper.

Taken together, the pieces in this edition treat intellectual property less as a set of rights to be asserted and more as an asset to be structured, valued, governed and, where necessary, litigated. We hope it offers practical insight for businesses, practitioners and rights holders navigating that shift, and we look forward to building on this first edition in the issues ahead.

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Effective IP advisory extends beyond the registration of rights; it requires anticipating change, structuring value, and equipping rights holders with practical insight.”



Eunice Alasa

Partner, Intellectual
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Newsflash

Policy · January 2026

Nigeria Begins Implementation Phase of NIPPS

Following the approval of the National Intellectual Property Policy and Strategy (NIPPS) on November 6, 2025, Nigeria commenced early-stage implementation of the policy. In January 2026, the Federal Government inaugurated an Inter-Ministerial Steering Committee and Inter-Agency Coordination Group in Abuja to drive implementation, oversee coordination across Federal agencies, and align the policy with AfCFTA IP obligations.

Copyright Administration – February 2026

NCC Disburses First ₦1.2bn Tranche of Nigeria's Copyright Levy

The Nigerian Copyright Commission disbursed the first tranche of the statutory copyright levy, NGN1.2 billion, to the Musical Copyright Society of Nigeria (MCSN) in early February 2026, marking the first reported disbursement of the longstanding levy. MCSN announced that the funds would be distributed to registered songwriters, producers, performers and labels. However, the proposed distribution has been challenged in Court by the Record Label Proprietors' Initiative (ReLPI) in Suit No: FHC/L/CS/207/2026, Record Label Proprietors' Initiative (RELPI) & Ors. v. Musical Copyright Society of Nigeria (MCSN) & Anor, where the Plaintiff's ReLPI sought and was granted a Mareva Injunction to preventing the final disbursement from MCSN to creatives.

Official Fees – March 1, 2026

ARIPO Doubles Trademark Official Fees Under the Banjul Protocol

Effective March 1, 2026, the African Regional Intellectual Property Organisation (ARIPO) implemented a revised trademark fee structure under the Banjul Protocol, which significantly increased the cost of trademark registration. Application fees doubled from USD 100 to USD 200 for paper filings, and from USD 80 to USD 160 for electronic filings, while per-state registration and renewal fees each rose from USD 100 to USD 150–200. The revised fees apply to trademark applications and registrations across the 12 Banjul Protocol contracting states, including Botswana, Malawi, Namibia, Liberia, Uganda and Zimbabwe. This development will impact Nigerian companies looking to expand into countries under the Banjul Protocol.

At a glance

Effective
January 2026

Approval date
6 November 2025

Coordination
*Inter-Ministerial
Steering Committee
and Inter-Agency
Coordination Group.*

Disbursed amount

₦1.2bn

At a glance

Recipient
*Musical Copyright
Society of Nigeria*

Disbursement
*First reported tranche
of the statutory levy.*

Fee movements

Application (paper)
USD 100 → USD 200

Application (electronic)
USD 80 → USD 160

Per-state register / renewal
USD 100 → USD 150–200

Tech – June 2026

EU Publishes Final Code of Practice on Transparency of AI-Generated Content

The European Commission published the final Code of Practice on Transparency of AI-Generated Content, augmenting Article 50 of the EU AI Act ahead of its entry into application on August 2, 2026. The Code sets out machine-readable marking and detection measures for AI-generated or manipulated audio, image, video and text content and disclosure requirements for deepfakes and AI-generated text on matters of public interest.

While adherence to this code is voluntary, it offers a standardised framework to meet EU AI Act transparency rules. Providers and deployers who sign on to the commitments may rely on the Code's measures as a recognised means of demonstrating compliance.

Code scope

- *Machine-readable marking of AI-generated content*
- *Detection measures for manipulated audio, image, video and text*
- *Disclosure requirements for deepfakes and AI text on matters of public interest*

Kenya Rolls Out eCitizen Digital Royalty Collection for Musicians.

The Kenya Copyright Board (KECOBO) signed Service Level Agreements with the eCitizen Services Directorate and two Collective Management Organisations, the Performing and Audio-Visual Rights Society of Kenya (PAVRISK) and the Kenya Association of Music Producers Copyright and Related Rights Limited, paving the way for royalty collection through the government's eCitizen platform. The rollout implements a 2025 presidential directive to establish a digital royalty system, mirroring Nigeria's own CMO reform push under the Collective Management Regulations 2025.

Kenya

eCitizen platform

PAVRISK + KAMP CRR onboarded for digital royalty collection.

Judiciary – June 2026

WIPO Launches Intellectual Property Benchbook for the Nigerian Judiciary

WIPO Nigeria, in collaboration with the Nigerian Judiciary through the National Judicial Institute, launched an Intellectual Property Benchbook designed to guide Nigerian judges through the technical and procedural dimensions of IP adjudication, part of a broader push to strengthen judicial capacity in support of the National Intellectual Property Policy and Strategy (NIPPS) implementation. The launch followed WIPO's ongoing global judicial education programme, which included a webinar for judges held on April 23, 2026, co-hosted with the International Association of Women Judges, exploring IP and Sports through influential copyright, patent and trademark judgments, ahead of World IP Day 2026.

WIPO Benchbook

Nigerian judges to be guided on the technical and procedural dimensions of IP adjudication.

Government & Policy – July 2026

Nigeria Advances IP Reform Agenda at 68th WIPO Assemblies

The Minister of Industry, Trade and Investment, Dr Jumoke Oduwole, led Nigeria's delegation at the Opening Session of the Sixty-Eighth (68th) Series of Meetings of the World Intellectual Property Organisation (WIPO) Assemblies in Geneva, Switzerland.

Dr Oduwole reaffirmed Nigeria's commitment to creating an inclusive, development-oriented global intellectual property (IP) system, declaring that effective protection and utilisation of intellectual property rights are vital to maximising Nigeria's creative and innovation potential and accelerating economic growth. The discussion referenced federal initiatives underway to restructure Nigeria's intellectual property environment, notably the National Intellectual Property Policy and Strategy implemented in 2025. She characterised intellectual property as "A living instrument of inclusion" that empowers creators, innovators and businesses.

68th Assemblies

Dr Oduwole reaffirmed Nigeria's commitment to an inclusive, development-oriented global IP system.

Procedure

Nigeria's Trademarks Registry Continues Implementation of Serial Numbering System

The Nigerian Trademarks Registry has continued implementing its comprehensive serial numbering system, applied to all new filings, renewals, amendments, oppositions, and assignments. The reform enforces a strict 'first-come, first-served' administrative processing order and is designed to clear historic application backlogs while improving efficiency, transparency and traceability across the Registry. This is part of the Federal Ministry of Industry, Trade and Investment's ongoing administrative reforms.

68th Assemblies

- *New filings*
- *Renewals*
- *Amendments*
- *Oppositions*
- *Assignments*



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Can a Company Claim Exclusive Rights over Branding Materials Largely Produced by Artificial Intelligence?

What businesses should know about copyright, trademark protection and AI-generated branding

Introduction

Your marketing team is preparing to launch a new product. ChatGPT drafts the product description and tagline. DALL-E generates the logo concepts. Canva AI designs the promotional brochure. The finished branding is distinctive and commercially successful. Weeks later, a competitor releases a logo, slogan and promotional materials that look remarkably similar. Can your company stop them?

It is easy to assume that because a company prompted AI, refined the results, and used the output to build its brand, it automatically owns exclusive rights to the output. The legal position, however, is not so straightforward.

As AI becomes embedded in brand creation, businesses are increasingly treating AI-generated logos, slogans and promotional materials as valuable intellectual property. Yet commercial value does not necessarily translate into legal protection. This article examines whether companies can claim exclusive rights over AI-generated branding and why understanding the limits of intellectual property law is becoming essential to any AI-driven marketing strategy. The article examines the position under Nigerian law, drawing comparative guidance from selected foreign jurisdictions, including the United States, the United Kingdom and Australia, where the treatment of AI-generated works has received greater judicial or legislative consideration.

Who is the Author?

Section 2(1) of the Copyright Act 2022 identifies literary, musical and artistic works, audiovisual works, sound recordings and broadcasts as categories of works eligible for copyright. Under section 2(2), a literary, musical or artistic work is eligible only where some effort has been expended in making it to give it an original character, and the work has been fixed in a medium from which it can be perceived, reproduced or otherwise communicated. Consequently, many branding materials, such as advertising copy, brochures, promotional graphics, and artistic logos, may attract copyright protection because they fall within these protected categories. Where copyright subsists, it vests initially in the author under section 28(1), but ownership may later pass by agreement, so the author and owner are not always the same. The owner holds the exclusive right to authorise certain acts, such as reproduction, distribution, or communication to the public, depending on the category of work.

Three comparative positions

- **US** — Human authorship required (*Thaler v Perlmutter*).
- **UK** — Author is the arranger of the work (CDPA § 9(3)).
- **Australia** — Copyright fails where generation is automated (*Telstra v Phone Directories*).

Traditionally, copyright law has operated on the assumption that human authors create original works. Generative AI challenges this assumption. AI is increasingly being used to generate the creative expression itself rather than merely suggesting edits or refining a user's work. This then calls into question who the actual author of the work is. The Copyright Act 2022 does not expressly address whether a work generated without identifiable human creative contribution is eligible for protection, nor does it state that an author must always be a natural person. Although several foreign jurisdictions require human authorship, it remains unsettled how Nigerian courts would adopt the same approach.

Many generative AI systems are trained on vast datasets and produce their outputs by identifying and reapplying patterns drawn from that training data.¹ When the machine supplies so much of the creative expression, the pressing question is whether the human user's contribution is enough to satisfy the requirements for copyright protection.

Several jurisdictions have reaffirmed the principle that copyright protects only works created through human authorship. For instance, in *Thaler v Perlmutter*, the United States Court of Appeals for the District of Columbia Circuit affirmed the refusal to register copyright in an artwork generated autonomously by an AI system, affirming that U.S. copyright law requires human authorship.² In *Telstra Corporation Ltd v Phone Directories Co Pty Ltd*, the Australian Federal High Court ruled that copyright did not subsist because the directories were generated primarily through an automated computer process rather than human authorship.³ By contrast, the United Kingdom adopts a different approach. *Section 9(3) of the Copyright, Designs and Patents Act 1988* provides that, in the case of a computer-generated work with no human author, the author is deemed to be "the person by whom the arrangements necessary for the creation of the work are undertaken."

The standards are, however, different for trademarks. Unlike copyright, trademark law does not require an inquiry into who authored the mark. Instead, trademark law is concerned with whether the mark is capable of distinguishing the goods or services of one business from those of another.

Additionally, users of generative AI often rely on AI platforms' terms of service, which commonly address ownership of the outputs. These terms vary in their approach. Some do more than grant permission to use the output; they assign to the user, as between the provider and the user, whatever right, title and interest the provider may have in it. At first glance, this may create the impression that the user owns the resulting work in the intellectual property sense. However, a contractual allocation of rights should not be confused with the existence of copyright. Such terms govern the relationship between the provider and the user, but they cannot create a copyright that the applicable law does not recognise. Whether copyright subsists in the output, and whether the user holds an enforceable exclusive right against third parties, is determined by copyright law rather than by contract. Consequently, while a company may be contractually entitled to use AI-generated material, and may even be assigned whatever rights the provider holds, it does not follow that copyright exists in the material or that the company owns it.

The Hidden Risk

Businesses may question whether any of these matters in practice. After all, AI-generated branding is not scrutinised before it is used commercially. In Nigeria, copyright protection does not depend on registration or any other formality, provided that the work satisfies the statutory requirements for eligibility, and trademark registries generally do not inquire whether AI was used to create a mark. Consequently, a company's use of AI may never come to light in the ordinary course of business.

The issue typically arises only when the company seeks to enforce its intellectual property rights or defend them against challenge. For example, if a business brings a copyright infringement claim, an alleged infringer may argue that the work was largely AI-generated and therefore does not satisfy the legal requirements for copyright protection. The defendant might also challenge the company's ownership of the work, particularly where employees, an external agency, contractors or the platform provider each played a part in producing the material, leaving it unclear in whom the copyright, if any, actually vests. It is at that stage that the extent of AI's involvement, and the question of who contributed what, may become significant.

The absence of routine scrutiny and checks does not eliminate the legal risk. It merely postpones it until the moment the business seeks to rely on its intellectual property rights.

To minimise this risk, businesses should use AI as a creative tool rather than as the creator of their intellectual property. Meaningful human creative input should be incorporated throughout the process, and that contribution should be carefully documented to help demonstrate originality where necessary.

Reduce the risk

Use AI as a creative tool, not as the creator. Incorporate meaningful human creative input and document that contribution to help demonstrate originality if the work is later challenged.

What 'document' means here

Briefs, sketches, draft iterations, internal review notes. Anything that records an identifiable layer of human authorship behind the AI output.

Conclusion

As generative AI becomes an integral part of modern branding, businesses should resist the assumption that commercial use automatically translates into intellectual property protection. While AI-generated marks should, in principle, remain trademarkable, this cannot be assumed for copyright, which still depends on sufficient human authorship. Businesses should therefore ensure that human creativity plays a meaningful role in the branding process, carefully assess the terms governing AI tools, and prioritise trademark registration for valuable brand assets. Registration matters precisely because an unregistered mark cannot support an infringement action; the owner is left to rely on passing off, which protects established goodwill but is considerably harder to prove. AI-generated branding is therefore best secured by registration rather than left to depend on it. Although documenting the extent of human creative input is not a prerequisite for trademark registration, it will prove valuable if questions later arise regarding the role of AI in creating the underlying work. Until legislatures and courts provide greater certainty, companies should adopt a balanced strategy that combines human creative input with AI tools to maximise the value of their intellectual property assets.

Until legislatures and courts provide greater certainty, adopt a layered strategy

Human authorship

Incorporate meaningful human creative input throughout the process and document it.

Trademark filing

Prioritise registration. An unregistered mark cannot support infringement; passing off is harder to prove.

Terms & documentation

Review AI platform terms of service carefully. Retain records of human creative participation.



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The Anatomy of a Creative Deal: Ownership, Control and Value in the Creative Economy

How Creative Value Operates Across Industries

Creative deals only become fully intelligible when tested across the industries they govern. While the underlying structure – ownership, control, and economic participation – remains constant, its expression varies depending on how value is produced, extracted, and sustained within each sector. For businesses, investors, creators and their advisers, understanding this framework is increasingly critical, as intellectual property (IP) is the principal asset around which commercial value in the creative economy is organised.

At their core, creative deals are designed to answer three fundamental questions: Who owns the intellectual property? Who controls how it is used? How is the economic value it generates distributed over time?

In many creative transactions, value is uncertain at the point of creation. It materialises gradually: a song, film, design, or digital concept derives its value through systems of distribution, licensing and audience engagement. The ability to structure these transactions effectively serves as the commercial bridge between raw talent and institutional capital.

Three questions

- *Who owns the IP?*
- *Who controls its use?*
- *How is value shared over time?*



Music: the fragmentation of intellectual property

The music industry is the clearest example of how value is engineered through the fragmentation of rights. Under the Nigerian Copyright Act (NCA) 2022, the underlying musical composition and the sound recording embodying it constitute distinct copyright works: the sound recording (the master) and the underlying music composition (publishing).⁴ Section 9 sets out the rights attaching to musical works, while Section 12 separately protects sound recordings.

This separation allows music to scale economically: masters generate income through streaming, licensing, and distribution, while publishing earns through performance royalties, mechanical rights, and sync licensing. These are commercial revenue categories rather than statutory terms: “mechanical rights” refers commercially to the reproduction of the musical work. At the same time, synchronisation involves permission to incorporate a musical work or sound recording into audiovisual content.⁵ Collective management organisations administer public performance and broadcast income under their own distribution rules,⁶ but the ultimate economic division of publishing revenue remains entirely subject to contract – ranging from traditional co-publishing splits to administrative arrangements tailored to the leverage of the respective parties.

Even in modern arrangements, the core economic logic remains consistent: investors front-load capital for production and marketing, establishing a recoupment account. Rather than waiting for the entire project to break even on a gross level, the investor recovers these advanced costs by withholding the artist's contractually defined share of royalties until the recoupable balance is cleared.

The “360 deal” expands this logic further by extending investor participation beyond recorded music into agreed revenue streams such as touring, merchandising and endorsements. The agreement may also contain cross-collateralisation provisions, permitting earnings from one stream or project to be applied against expenditure associated with another. However, these must be separately negotiated and clearly defined.⁷

Recent catalogue acquisitions and strategic investments by major music companies, headlined by Universal Music Group's majority stake acquisition of Mavin Records⁸ and Gamma's extensive infrastructure investments via partnerships with Chocolate City and top-tier artists like Asake⁹, continue to demonstrate that music rights are increasingly viewed as long-term financial assets rather than merely creative outputs. Long-term rights transfers of this kind have historically attracted scrutiny under the restraint-of-trade principles, though with differing outcomes. In *Schroeder Music Publishing Co Ltd v Macaulay*¹⁰ the House of Lords held that a standard-form exclusive songwriting agreement with an unknown was unenforceable as an unreasonable restraint of trade, the publisher having assumed no obligation to exploit the works. By contrast, in *Panayiotou v Sony Music Entertainment*, the Chancery Division dismissed the claim. It upheld the recording agreement as the artist had affirmed it through successive renegotiations conducted with expert advice.¹¹ Robust contractual drafting and rights management are therefore more commercially significant than ever.

Two revenue streams

Master (sound recording)

- *streaming*
- *licensing*
- *distribution*

Publishing (composition)

- *performance royalties*
- *mechanical rights*
- *synchronisation*

Refinement

The 360 deal"

Extends investor participation beyond recorded music into touring, merchandising and endorsements.

Film and television: structured risk and deferred value

Film and television operate under a different constraint: high upfront capital requirements with uncertain downstream returns. Audiovisual production requires significant investment before any market validation exists. Creative deals in this sector are therefore primarily designed to allocate risk between rights holders, producers, financiers and distributors while preserving the long-term commercial value of the underlying intellectual property.

The option–purchase agreement is central to this system. A producer acquires exclusive rights to develop the underlying material (such as a script or book) for a fixed period, giving the producer an exclusive period to develop the project and decide whether to acquire the specified production rights on the pre-agreed terms.¹² If the project proceeds, the option is exercised, and full production rights are transferred under pre-agreed terms.

Once a project is completed, value shifts into backend participation structures. Creators may negotiate net-profit, adjusted-gross or gross participation, with the payment threshold and permitted deductions determined by the agreement. Net-profit participation is commonly payable only after specified production, distribution, and marketing costs have been recouped.¹³

In some markets, television performers and other contributors may receive residual payments under collective agreements or individual contracts when content is rebroadcast, licensed or made available through streaming services. Even when projects are not greenlit, turnaround mechanisms allow rights to be transferred to other producers, reinforcing the principle that creative intellectual property retains commercial value even where the original transaction does not proceed as anticipated.

The multi-billion-dollar consolidation of continental media infrastructure, underscored by Canal+'s strategic acquisition of MultiChoice, alongside high-profile multi-title licensing slates from platforms like Netflix with indigenous production houses like Inkblot Productions and EbonyLife¹⁵ illustrates the increasing importance of carefully negotiated licensing, distribution and financing agreements. As institutional financiers enter these transactions, securing a clean chain of title becomes paramount.¹⁶ Consequently, legal advisers in the domestic market must use clear written assignments and exclusive licences to establish an effective chain of title. In *Musical Copyright Society of Nigeria Ltd/Gte v Compact Copyright Technology Ltd*¹⁷. The Supreme Court of Nigeria affirmed that a valid assignment vests the assigned rights in the assignee, who may institute infringement proceedings. At the same time, an exclusive licensee may enforce the licensed rights in the same manner as an assignee.

In the domestic market

Canal+'s acquisition of MultiChoice, and multi-title licensing slates with indigenous production houses like Inkblot Productions and EbonyLife, illustrate the importance of careful licensing, distribution, and financing agreements. Securing a clean chain of title is paramount.

Fashion: Brand identity as intellectual property

Fashion differs fundamentally from both music and film because its primary asset is not the individual work, but the continuity of brand identity. While garments may be seasonal, the enduring value of a fashion business often lies in its intellectual property portfolio, particularly its trademarks, trade dress, designs and brand goodwill.¹⁸ Value is concentrated in names, logos, and symbolic associations rather than discrete products.

This creates a structural separation between authorship and ownership. Designers often originate collections, but legal ownership of trademarks and commercial identity resides with the fashion house. As a result, designers can be replaced without disrupting the brand's economic value.

Creative director agreements formalise this separation contractually. In the Nigerian context, this is a matter of drafting rather than statutory default: *Section 28(3) of the NCA 2022* provides that copyright initially vests in the author except as otherwise provided in an agreement, and the Act contains no provision vesting copyright in a private-sector employer by operation of law. A fashion house therefore secures ownership of the creative director's output through express assignment, not by virtue of the employment relationship itself.¹⁹

These agreements are commonly supported by assignment provisions, confidentiality obligations and restrictive covenants, ensuring that commercially valuable intellectual property remains under the control of the fashion house. Moral rights present a distinct difficulty. *Section 14 of the NCA 2022*²⁰ provides that the author's moral rights are not transmissible during the author's lifetime, and the Act contains no express waiver mechanism.²¹ Waivers and non-assertion undertakings are accordingly common in practice, but their effectiveness under Nigerian law remains untested.

The primary engine of value is not runway production but licensing. Fashion is a controlled identity monetisation system as much as a production industry. Cross-border brand partnerships, such as South African designer Thebe Magugu's capsule collections for global luxury houses like Dior, alongside structural equity injections from entities like Birimian Holding aimed at operationalising global trademark frameworks for African heritage brands²² demonstrate how strategic licensing arrangements allow African creators to scale globally while retaining the core equity of their intellectual property.

Distinct feature

"Authors can be replaced without disrupting the brand's economic value."

Value lives in identity

- *Names & logos*
- *Trade dress*
- *Designs*
- *Brand goodwill*
- *Cross-border licensing*

Digital creator economy: attention as a time-bound asset

The digital creator economy compresses conventional frameworks of long-term intellectual property exploitation into highly accelerated short-cycle transactions. Unlike music or film, where intellectual property is often exploited over extended periods, influencer and digital creator agreements are typically structured around time-limited licences, campaign-specific rights and controlled access to audience attention.

These arrangements typically involve two distinct layers: copyright in the content itself and the creator's name, image, likeness, voice and endorsement services, which are protected by contract rather than copyright. It is the second layer that carries the commercial value of the arrangement, licensed within agreed parameters and for a defined term. Comparative authority illustrates the point. In the United States, the Ninth Circuit in *Midler v Ford Motor Co* held that the deliberate imitation of a professional singer's distinctive voice in a commercial was actionable under California law.²³ Nigeria has no equivalent statutory right of publicity, which is precisely why these interests are secured contractually in this market.

A more sophisticated mechanism is allowlisting, under which brands obtain permission to amplify a creator's content through paid advertising. Although the content originates from and is published through the creator's own account, its reach is driven by paid promotion rather than organic engagement. As a result, the content retains the visual style, native interface and perceived authenticity of an ordinary post while functioning as advertising. Exclusivity clauses complement this arrangement by preventing creators from endorsing competing brands within defined categories, thereby protecting the value of the brand's investment in paid promotion.

Individual campaigns are activated, amplified, and retired within short commercial windows, even though the creator's content library, audience relationship and brand identity may continue to accumulate value over time. The deal is therefore structured less around permanent ownership of intellectual property and more around who has the rights to use and commercially exploit the creator's image during periods of peak audience engagement.

Meta's rollout of direct creator monetisation features across Sub-Saharan Africa allows local creators in markets like Nigeria, Kenya, and South Africa to earn ad revenue directly from their posts. This shift is turning previously informal marketing deals into structured, platform-driven business systems.

Two layers

Content
+
Personality

Personality — name, image, likeness, voice, endorsement services.

Platform developments

Meta's rollout of direct creator monetisation features across Sub-Saharan Africa allows local creators in Nigeria, Kenya and South Africa to earn ad revenue directly from their posts. Previously informal marketing deals are turning into structured, platform-driven business systems.

Synthesis: one system, different tempos

Across all four sectors, a consistent framework emerges. Creative deals are not defined by the type of work produced, but by how intellectual property is structured, controlled, and monetised over time.

- Music fragments rights to maximise recurring revenue.
- Film and television stage risk to manage production uncertainty.
- Fashion consolidates identity into brand ownership.
- The creator economy compresses value into short attention cycles.

Despite these differences, a consistent underlying logic remains identical. Creative value is realised through legal structures that convert intangible ideas into enforceable economic rights.

Conclusion

As Nigeria and Africa's creative economy continues to attract domestic and international investment, the ability to structure creative transactions effectively will become an increasingly important competitive advantage. Whether negotiating ownership, allocating control or structuring economic participation, legal advisers play a central role in transforming creative ideas into commercially valuable assets.



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Industry Spotlight | Sports

Athlete Identity Rights: The Commercial Asset Behind Modern Sport

Image and endorsement arrangements have long formed part of professional sport. Still, an athlete's name, image, and likeness were once viewed as ancillary to sporting performance, typically addressed as a single provision within a broader playing contract. That position has changed. Athlete identity is now treated as a standalone commercial asset that is separately owned, valued, licensed, and increasingly regulated. While jurisdictions continue to protect these rights through different legal mechanisms, from the right of publicity in the United States (US)²⁴ to passing off, trademark law and contract in England and Wales,²⁵ The commercial question is increasingly the same: who controls the athlete's identity, and on what terms?

Identity rights now carry their own commercial value.

One of the clearest indicators of this shift is the way identity rights are now structured in commercial transactions. When Galatasaray signed Victor Osimhen from Napoli in 2025, the agreement did not simply incorporate image rights into his remuneration package. Instead, it separately valued those rights at a net EUR 5 million per season, in addition to salary and a loyalty payment, while Napoli retained 10% of any future transfer fee.²⁶ The structure reflects an important commercial reality: athlete identity is increasingly recognised as an asset capable of independent valuation.

The consequences of unclear ownership are equally instructive. Tottenham Hotspur's proposed transfer of Paulo Dybala in 2019 reportedly collapsed, in part because his image rights had previously been assigned to a Malta-based company controlled by a former agent. Rather than negotiating solely with the player, the club found itself attempting to resolve competing commercial interests before the transfer deadline expired.²⁷ The commercial implication is that the ownership of identity rights has become a fundamental due diligence issue, alongside medical assessments, contractual obligations and financial commitments.

*Galatasaray
Osimhen*

€5m/season

Net image rights valued separately from salary and a loyalty payment. Napoli retained 10% of any future transfer fee.

Counter-example

*Tottenham Hotspur ·
Dybala (2019)*

- ***Prior image-rights assignment to a Malta-based company.***
- ***Competing commercial interests had to be resolved at the transfer deadline.***
- ***Transfer reportedly collapsed.***

Enforceability determines commercial value.

The growing value of identity rights has also increased the importance of how they are acquired and documented. Because athletes often begin commercialising their identity early in their careers, assignments are sometimes entered into before they have the experience or bargaining power to appreciate their long-term implications.

English law has recognised the limits of such arrangements. In *Proactive Sports Management Ltd v Rooney*, the Court of Appeal held that an eight-year exclusive representation agreement between Proactive and the company through which Wayne Rooney held his image rights, rather than a direct assignment of those rights to Proactive, amounted to an unenforceable restraint of trade. That conclusion reflected the cumulative effect of the lengthy exclusive term, Rooney's age of 17 and commercial inexperience, the absence of independent legal advice and the restrictive nature of the agreement.²⁸

The decision illustrates an important commercial principle: identity rights derive their value not solely from the underlying rights themselves, but from enforceable contractual arrangements. Agreements that are excessively broad or insufficiently balanced may ultimately undermine the very commercial value they seek to capture. Duration, exclusivity, and evidence of independent legal advice are therefore central to preserving the asset's long-term value.

Preserving value
Duration.
Exclusivity
Independent advice.

These three levers sit at the centre of any enforceable identity-rights arrangement.

“Fair market value” is becoming a regulatory standard.

Perhaps the most significant recent development is the increasing regulatory scrutiny of how athlete identity is valued. Under the historic USD 2.8 billion House v NCAA settlement, approved in June 2025 by the United States District Court for the Northern District of California, any third-party name, image and likeness (NIL) agreements between student-athletes, collectives, and commercial entities exceeding a prescribed threshold (currently set at USD 600) must pass a fair market value review conducted by Deloitte and enforced by the College Sports Commission.²⁹

As part of that review, each arrangement must “serve a valid business purpose,” meaning that it promotes or endorses goods or services offered to the general public for profit, and the compensation must be “commensurate with the value of similarly situated individuals, including nonathletes.” Deloitte reportedly estimated that approximately 70% of third-party NIL arrangements reviewed would not have satisfied the fair market value assessment.³⁰ In May 2026, a related arbitration upheld the rejection of NIL arrangements found not to serve a valid business purpose.³¹

The implications extend beyond collegiate sport. For one of the first times at scale, the commercial value attributed to an athlete's identity is being independently tested against objective market criteria. Fair market value is no longer simply a point for commercial negotiation; it is increasingly becoming a regulatory benchmark that can determine whether an agreement will withstand scrutiny.

Commercial Implications

Several practical lessons emerge from these developments.

For clubs, investors and acquiring organisations, ownership of identity rights should now form part of standard commercial due diligence. Understanding who owns those rights, whether they have been assigned, and the terms on which they may be exploited is increasingly essential before concluding a transaction.

For athletes and their advisers, careful attention should be paid to the scope and duration of identity rights assignments, particularly early in a professional career. Preserving flexibility and ensuring that agreements are entered into with appropriate legal advice may prove just as valuable as negotiating favourable financial terms.

Sponsors, clubs, leagues, commercial partners, and their advisers should also be prepared to demonstrate the commercial rationale underpinning athlete identity arrangements. As regulatory scrutiny of athlete identity arrangements continues to evolve globally, the ability to substantiate market value may become just as important as securing the agreement itself.

Looking Ahead

The trajectory is clear. Athlete identity rights continue to operate within contractual frameworks, but they are no longer regarded as mere provisions within broader agreements. They are increasingly recognised as distinct commercial assets, negotiated, valued and exploited independently, while their ownership, control and commercial use are attracting increasing legal and regulatory scrutiny.

Although legal frameworks continue to differ across jurisdictions, the commercial trajectory is converging. Nigeria, for its part, does not presently recognise a single freestanding statutory image or publicity right; protection is instead derived from a combination of contract, passing off, registered trademarks, privacy and data protection rights, and copyright in specific materials. For Nigeria and other emerging sports markets, where athletes increasingly build globally marketable personal brands while domestic sports industries continue to evolve, these developments present an opportunity to establish clearer legal and commercial frameworks to recognise, value and protect athletes' identity rights.

Such reforms provide greater certainty for athletes, clubs and sponsors, and also strengthen the commercial infrastructure needed to retain more of the value generated by sporting talent. As sport becomes increasingly commercialised, competitive advantage will depend not only on creating valuable identity rights, but also on structuring, documenting and protecting them effectively.



Chiamaka Anakua

Associate



Nnaedozie Ajogwu

Associate

Interview session with Mr. Sanmi Doherty,³²

President, Ikorodu City FC

Sanmi Doherty is the Co-founder, President and Chairman of Ikorodu City F.C., a professional football club based in Lagos, Nigeria. We spoke with him about the business of Nigerian football. The section of the interview below focuses on athlete identity rights, image and branding.

Q: What does it mean to build a football club as more than just a team, but as a lasting brand and asset?

To build a football club and to do something that is appealing, you have to tap into the commercial aspect and make sure you are doing the right thing by getting involved in branding, sponsorship, and advertising for the players and the club. You create that enabling environment that allows you not only to sell players, but to make sure that the benefits of branding, advertising and commercial opportunities extend to the players and the club.

Even in the international market, you have to make sure you are well positioned to build a very strong case for your players in terms of marketing, advertising, and everything else it entails, so that a player can have a future. Even when he is no longer a footballer, he can sit back and enjoy the dividends of whatever he worked for in the past.

Q: How important are identity and branding to building sustainable football clubs today?

Let me first talk about identity. Many players have identities in Africa, or in Nigeria, but they do not even know it.

I will cite my player, Joseph Arumala, who is presently the highest goal scorer in the local Nigeria Premier Football League (NPFL) in the 2025/2026 season, with 12 goals. After scoring a goal, he has a particular way of celebrating. That is a very good identity for him. If only we could emulate what has been done in the Western world – say, Usain Bolt, who has a particular celebration after winning a race.

I am sure that if we can do the same thing that is being done in the Western world, we can preserve that celebration for him as his identity. Additionally, we can help him manage and protect his identity, and we can commercialise it so that he is able to benefit from what he has done for himself, and perhaps we as a club can benefit from it as well in the near future.

For branding, we still have a long way to go in Africa and in Nigeria. Before we have anything concrete, we need to work on sponsorship. Many clubs in Nigeria, and even across Africa, do not have a sponsor. So, for a club that does not even have a sponsor, tell me: how do you go from not having a sponsor into branding and all of that?

So it makes it a lot more difficult. I believe it is one step at a time. First, we have to talk about how we can secure good sponsors before going into the commercial details of the business in Nigeria. There is a lot we have to do, and there are a lot of bridges we still need to cross. But when we get there, we can start talking about the other aspects of it.

*Case Spotlight -****Collision Communications, Inc. v Samsung Electronics Co., Ltd.*³³**

The decision in *Collision Communications, Inc. v Samsung Electronics Co., Ltd.* is an important reference point for patent owners, technology companies and intellectual property practitioners. The case underlines the commercial weight of telecommunications patents after a Texas jury awarded Collision Communications approximately USD 445.5 million for Samsung's infringement of patents relating to 4G, 5G and Wi-Fi technology.

Facts of The Case

Collision Communications, Inc. ("Collision"), a New Hampshire-based wireless-technology developer, commenced proceedings against Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (together, "Samsung") in December 2023.³⁴ Collision alleged that Samsung incorporated its patented signal-processing technologies into its Galaxy smartphones, tablets and laptops, without having obtained the requisite licence. According to Collision, the patented inventions significantly improved wireless network efficiency and originated from research previously conducted by BAE Systems.

Six patents were originally pleaded; following interlocutory proceedings, four proceeded to trial. Judge Gilstrap dismissed several pre-trial applications, including Samsung's motion for summary judgment on invalidity of the patents.³⁵ At trial, Collision relied on contemporaneous correspondence and internal memoranda dating from 2011 to 2014, to document discussions between the parties on possible collaboration and licensing of the technology.

Collision's primary claim was that Samsung, rather than obtaining a licence, proceeded to implement substantially similar interference-management algorithms in its devices, a conduct it characterised as deliberate and willful. At the trial, Samsung denied infringement and challenged the validity of every asserted claim, contending that the patented concepts were anticipated by prior art embedded in the relevant industry standards, and were in any event unpatentable abstract ideas implemented on generic hardware. In the alternative, Samsung argued that any royalty base should be confined to discrete modem components, capping damages at approximately USD10 million.

*Jury verdict***US\$445.5m**

*Awarded 10 October 2025
by a jury in the Eastern
District of Texas.
Permanent injunction
declined.*

Key takeaways

- ***Patent rights remain commercially valuable in standards-driven sectors.***
- ***Industry adoption does not eliminate licence obligations.***
- ***Damages scale with product market reach.***
- ***Robust freedom-to-operate analyses remain essential.***

**Joseph Owolabi**

Associate

**Nze Emechete**

Associate

Issues Distilled for Determination

There were four major issues distilled for determination by the jury.

- Whether Samsung's Galaxy devices infringed each of the four asserted patents relating to technologies employed in 4G, 5G, and Wi-Fi communications (the '703, '651, '505, and '492 Patents);
- Whether the infringement found was wilful, thereby engaging the enhanced-damages discretion under 35 United States Code, Section 284, which governs the patent infringement damages.
- Whether the asserted patents were indeed valid, notwithstanding Samsung's challenge to their validity.
- Whether Collision Communications had established its entitlement to damages, and if so, the appropriate quantum of compensation for Samsung's unauthorised use of the patented technology.

Jury Verdict and Subsequent Orders

On October 10, 2025, an eight-member jury in the United States District Court for the Eastern District of Texas unanimously found that Samsung infringed Collision Communications' wireless-communication patents and awarded approximately USD 445.5 million in damages, rejecting Samsung's contention that any award should be capped at approximately US\$10 million by reference to modem components alone.³⁶

However, U.S. District Judge Rodney Gilstrap subsequently declined to grant Collision's request for a permanent injunction restraining Samsung's continued sale of the affected products.

Implications for The Intellectual Property Space

The decision has several important implications for intellectual property law and innovation. Some of the key takeaways are:

- The verdict reinforces the strength and commercial value of patent rights, particularly in industries driven by advanced technologies such as telecommunications. Companies implementing standard-based technologies cannot assume that widespread industry adoption eliminates the need to obtain appropriate patent licenses.
- The case illustrates the growing importance of standard-essential and wireless communication patents in the 4G, 5G and Wi-Fi ecosystem. As connected devices continue to proliferate, patent owners are increasingly willing to enforce their rights against global technology companies whose products implement patented communication standards.
- The judgment demonstrates that entities that hold patents remain capable of successfully enforcing intellectual property rights against multinational corporations, provided they can establish infringement and the validity of their patents. Once infringement is established, the scale of the infringing product's use, sales and market reach are factors that may become relevant to the assessment of damages.
- From a corporate intellectual property management perspective, the case serves as a reminder that businesses should maintain robust freedom-to-operate analyses, conduct comprehensive patent due diligence and negotiate licences where necessary before commercialising technologies that may incorporate protected innovations. Failure to do so may result in costly litigation, significant damages awards and reputational consequences.

*Case Spotlight -****Disney Enterprises, Inc. v. Midjourney, Inc.***

With advancements in artificial intelligence, major copyright disputes have emerged over how AI models are trained and how they use intellectual property. A significant case is **Disney Enterprises, Inc. v. Midjourney, Inc.**,³⁷ widely described as “*Hollywood v AI*,” which was brought by major Hollywood studios (Disney, Universal, Warner Bros.) against Midjourney, a generative AI company.

Facts of The Case

On June 11, 2025, several Disney and Universal-related entities commenced copyright infringement proceedings against Midjourney before the United States District Court for the Central District of California.

In their 110-page complaint, Disney and Universal allege that Midjourney copied works from their extensive catalogues in developing and operating its image-generation model. They contend that the platform enables users to generate images that reproduce or closely imitate protected characters from some of their well-known works, including Elsa from *Frozen* and Darth Vader from *Star Wars*.

The claim extends beyond the alleged use of copyrighted works as AI training data. The studios also challenge the images generated by the platform itself, arguing that Midjourney facilitates the unauthorised reproduction of protected characters and other copyrighted visual elements for commercial purposes. The complaint further raises concerns about Midjourney's proposed video-generation service and its potential to produce moving images featuring protected characters.

Disney and Universal seek damages for the alleged infringements and an account of the profits Midjourney obtained from the conduct complained of. In the alternative, they claim statutory damages of up to USD 150,000 for each work found to have been willfully infringed, or such other relief as may be available under *section 504 of the United States Copyright Act*.

Filed
11 June
2025

Central District of California. 110-page complaint. Plaintiffs: Disney and Universal-related entities.

Key issues

- *Training data as infringement.*
- *AI-generated character images as infringing or derivative.*
- *Reasonable safeguards against infringing outputs.*



Joseph Owolabi

Associate



Amarachi Nwosu

Associate

Commentary and Implications

This is a prominent case as it is the first instance of major Hollywood motion picture studios collectively pursuing direct legal action against a generative artificial intelligence technology maker for copyright infringement. It goes beyond the familiar debate over whether copyrighted works may be used to train AI models and raises questions about the images those models produce and the safeguards AI companies should have in place. Disney and Universal argue that because Midjourney already applies technical restrictions to certain categories of content, it could similarly implement safeguards to prevent the generation of recognisable copyrighted characters. The proceedings also form part of a broader wave of copyright litigation involving generative AI, including *Getty Images v Stability AI*,³⁸ and *The New York Times v OpenAI*,³⁹ both of which raise questions concerning the use of copyrighted material in AI development.

The Court has not yet issued a final decision on the merits of the case; however, key issues distilled for determination include:

- whether copying copyrighted works to train generative AI models constitutes copyright infringement;
- whether AI-generated images reproducing protected characters amount to infringing copies or derivative works; and
- whether AI developers may be required to implement reasonable safeguards against infringing outputs.

Any substantive determination of these issues could provide important guidance on the application of copyright law to generative AI. It may shape future judicial approaches to AI training and AI-generated outputs, while also influencing policy discussions on licensing, compensation mechanisms and the responsibilities of AI developers.

Case Spotlight -

Veno Marioghae Mbanefo v Airtel Network Limited (FHC/L/CS/1822/2022)

The decision of the Federal High Court in *Veno Marioghae Mbanefo v Airtel Network Limited* has been widely welcomed by lawyers, music industry executives, sponsors, investors and other relevant stakeholders. The ongoing campaign against the unauthorised exploitation of intellectual property (IP) rights and the moral protection of creators received a boost when a telecommunications giant was held liable for up to NGN210,000,000 for infringing musical copyright.

Facts of The Case

Musical artist, Veno Marioghae Mbanefo (the artist) instituted an action against Airtel Network Limited (Airtel) at the Federal High Court, Lagos for infringement of the copyright in the song titled "Nigeria Go Survive". The artist alleged that Airtel had used the artist's song for advertising, promoting and marketing their business products and services, including their mobile app and annual musical TV show, without seeking the necessary legal license. The Plaintiff further sought declaratory and injunctive reliefs, and the total sum of NGN350,000,000 in damages.

The Defendant challenged the suit, claiming the Plaintiff's case was based on hearsay and that witnesses failed to credibly prove that the outbound lines used to communicate the said advertisements belonged to the Defendant. The Defendant further argued the Plaintiff can't claim originality of the song without tendering primary evidence like blueprints, records, or witnesses.

Decision of the Court

The Court found the Plaintiff proved originality and ownership of the song through pleadings, testimony, exhibits, including the album sleeve and recordings, and that the Defendant had failed to challenge those in its defence. It also found that the Defendant used much of the Plaintiff's work in its prelude for millions of subscribers and criticised the ignorance of the Defendant.

Finally, the Court found the Defendant liable for copyright infringement, restrained them from further infringement, and ordered the payment of NGN200,000,000 in damages and NGN10,000,000 in costs to the Plaintiff.

Judgment

Airtel liable

"Restrained from further infringement of "Nigeria Go Survive."

Damages + costs

₦210m

₦200m damages + ₦10m costs.



Eunice Alasa
Partner



Chiamaka Anakua
Associate



Okenna Onyelu
Associate

Key Takeaways from the Decision

The decision has several important implications for intellectual property law and innovation. Some of the key takeaways are:

- **Proof of ownership:** The Court rightly held that originality of a work cannot be presumed and the plaintiff bore a responsibility to establish the work's originality, "*which in the context of Section 1 (2)⁴⁰ requires proof of expended sufficient effort and skill of the Plaintiff on the musical work that gave it an original character, by giving evidence to show the labour and skill that have gone into the work.*" It is prudent for creators to preserve evidence of their creative process and adequately document it to indisputably prove ownership of their work in the event of disputes. Also, creators should take advantage of the formal procedures provided under the Copyright Act, 2022, and register their works with the Nigerian Copyright Commission, which offers advantages such as *prima facie* proof of ownership.
- **Damages in IP actions:** The Court noted that it had broad discretion to estimate the amount of damages based on common sense, fairness and evidence presented. The Court's ruling indicates that key factors in awarding damages include the plausible license cost the Defendant would have paid, the Defendant's revenue growth, and the Plaintiff's reputation. The Court, relying on foreign and local decisions,⁴¹ held that once infringement is proven, economic loss need not be shown to obtain compensation.
- **Ignorance as a defence:** The Defendant claimed that it was not aware of the song and could not have infringed on any copyright. On this, the Court relied on *Section 16(3) of the Copyright Act Cap C28 LFN 2004*⁴², and *Skin Beauty Ltd v. Okoro*⁴³ in holding that ignorance is no excuse, and that a mere assertion that the infringement was inadvertent or that the Defendant did not know the work was copyright-protected would not satisfy the requirements of the Act. We note, however, that *section 37(4) of the Copyright Act, 2022* provides that where copyright infringement is established or admitted, the defendant will not be liable for damages if it is shown that, at the time of the infringement, the defendant was unaware, and had no reasonable grounds to believe, that copyright subsisted in the work. In such circumstances, however, the copyright owner remains entitled to an account of the profits derived from the infringement, regardless of whether any other remedy is granted. This therefore means that a mere assertion of ignorance may not be enough to meet this statutory threshold.
- **Remedy of account of profit:** The Court denied the artist's alternative relief of account of profit in spite of admitting the expert valuation report tendered through the expert witness called by the plaintiff during the trial. The Court denied the claim, citing the Court of Appeal in *Asikpo v Access Bank*,⁴⁴ which held that an audit report made without proper input from the affected party should not be given weight.

Preventing Copyright Liability

To prevent and reduce the risk of liability, as in the case of Airtel in this suit, the following measures may be adopted:

- **Implement licensing verification systems:** In this suit, the Defendant noted that its jingles are created internally but sometimes use music from contemporary artists. All songs used commercially must be legally cleared to avoid legal issues like those in this case.
- **Engagement with Collective Management Organisations (CMOs):** This simplifies licensing for organisations using music in promotions, ads, jingles, caller tunes, and TV shows, with the CMO providing efficient, cost-effective one-stop licensing solutions. Subject to the category of works for which the CMO is approved and, in respect of works belonging to non-members, to the conditions prescribed under *section 88(g) of the Copyright Act 2022*, they provide blanket licenses to rights users, enabling authorised use of their entire repertoire, both domestic and foreign, for specified purposes and a defined period.
- **Ensure clarity in collaborations:** When working with contractors, freelancers, or partners, it is crucial that they understand and follow IP laws. Furthermore, clauses requiring such people to use original content, as well as accountability clauses for infringements and indemnification clauses to protect against legal issues and disputes, should be included.⁴⁵
- **Regular IP audits:** An IP audit is a structured process of identifying, categorising, and evaluating all IP owned, used, or acquired by an organisation. Before launching new projects or marketing materials, businesses should include an IP audit in their checklists.

Conclusion

This decision affirms the moral and economic rights of creators and strongly supports efforts to curb unauthorised use. It clearly shows that courts will hold defendants accountable for such infringements, which can incur both civil and criminal liability. This decision is a confident, well-reasoned contribution to that framework and a clear signal that creative rights are valuable assets worthy of legal protection.

IP Decoded

The IP Decoded series breaks down intellectual property in the contemporary business landscape. Tailored for founders, creators, business leaders, legal professionals, and brand owners, the series explores how to protect, monetise, and strategically leverage intellectual property (IP) across various industries. Each episode addresses a fundamental IP concept or an overlooked opportunity, providing insight-driven content and practical understanding. It reveals how IP can serve as a wealth-building strategy, offering insights for HNIs, executives, and ambitious creators who recognise that in today's economy, your ideas are not merely intellectual property; they are monetisable assets capable of generating revenue, attracting investment, and establishing a lasting competitive advantage.

Book Release

Commercialisation of Intellectual Property Rights

Commercialisation of Intellectual Property Rights is an upcoming book that explores the legal, regulatory, and commercial implications of the exploitation of intellectual property rights.. The book examines the principal models of IP commercialisation, including licensing, assignments, franchising, joint ventures, technology transfer, and financing, as well as the regulatory considerations that govern these transactions. With a focus on Nigeria and comparative international practice, it considers industry-specific applications, enforcement and dispute resolution mechanisms, and emerging issues shaping the future of intellectual property commercialisation.

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