



ROLE OF EMPLOYMENT CONTRACTS IN ASSIGNMENT OF COPYRIGHT



FEBRUARY 2021

Introduction

Employment contracts play an important role in the assignment of copyright developed in the course of employment. Its terms could determine issues relating to ownership and use of such copyright. The aim of this Newsletter is to address salient issues arising from the ownership of copyright developed in the course of employment.

We hope the Newsletter will provide a better understanding of the role of employment contracts in the ownership of copyright.



Who owns the intellectual property to a work created in the course of employment?

Copyright vests initially in the author unless the contract of employment stipulates otherwise.



What role does employment contract play in the assignment of intellectual property created in the course of employment?

The provisions of the law defer to contract. Therefore, a contract can alter and state the fact of ownership of the copyright in an eligible work.



What remedial steps can employers take to own intellectual property created in the course of employment?

By stipulating under the contract of employment, and having the employee duly sign the contract, that all works eligible for copyright created by the employee in the course of employment shall vest in the employer. The employer may add assignment clauses where necessary. Restrictions on the exercise of paternity rights.





Can any and every copyright be assigned or are there copyrights that are exempted from assignments under Nigerian law.

Yes, all copyrights can be assigned in writing save for paternity and integrity rights.

- I. Integrity right is one of the moral rights of an author – right to object to distortions of his work. An employee can use this to claim compensation where the distortion portrays the author in a bad light.
- II. Paternity right is the right that the author of a copyright literary, dramatic, musical or artistic work or the director of a copyright film has to be identified as the author or director of the work.



Also, is it possible for an employee to assign rights to a personal story?

Yes. Personal story once expressed in a definite medium becomes a literary work (say it was in writing) which is an eligible work of copyright. Hence, it is assignable.



Are there any limitations on the use of the copyright by the employer?

Only if the contract or assignment has limitations.



Do you need specific permission for different usage, print media, audio or adaption into movies?

If a copyright is assigned to an employer wholly, all the nuances of the right vest on the employer. This includes right of reproduction, adaptation, broadcast etc. Therefore, no new permission is needed for each exercise. Note, the copyright must have been fully transferred to the employer by the employee.

Contact Details



Sumbo Akintola
Partner

M +234 803 403 5122
E Sumbo.Akintola@aluko-oyebode.com



Uche Nwokocha
Partner

M +234 703 400 1093
E Uche.Nwokocha@aluko-oyebode.com



Christian Aniukwu
Associate

M +234 906 265 7820
E Christian.Aniukwu@aluko-oyebode.com



Tobenna Igweonu
Associate

M +234 906 296 5587
E Tobenna.Igweonu@aluko-oyebode.com

Further information about the firm, its practice areas, client briefing notes and details of seminars/events are available at www.aluko-oyebode.com. This is a publication of Aluko & Oyebode and is for general information only. It should not be construed as legal advice under any circumstances. For further information, please contact us at ao@aluko-oyebode.com.