Newsletter

IP / Media

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Unprecedented strategic agreement between Open AI and The Walt Disney Company

Disney grants OpenAI a license for more than 200 characters and invests 1 billion dollars, marking a key milestone in the governance of generative AI uses.

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NEWS INTELLECTUAL PROPERTY

Major licensing agreement between Open AI and The Walt Disney Company

Press release OpenAI, The Walt Disney Company and OpenAI enter into historic agreement to bring iconic Disney characters to life on Sora, 11 December 2025

On 11 December 2025, The Walt Disney Company and OpenAI entered into a groundbreaking strategic agreement, marking a key milestone in the integration of generative AI into the cultural industries. This three-year partnership illustrates the emergence of a structured contractual model that prioritises licensing and governance of use rather than litigation.

Disney has granted OpenAI a licence covering more than 200 characters and elements from its franchises (Disney, Pixar, Marvel, Star Wars). This licence authorises their use in OpenAI tools, including Sora, its AI video generation platform. It includes fictional characters, costumes, props and environments, while expressly excluding the features, voices or likenesses of real actors in order to protect personality rights and related rights.

Beyond the licence, Disney is investing approximately £1 billion in OpenAI, with options for increased access to capital. The company is also becoming a strategic customer, integrating generative AI solutions (ChatGPT, OpenAI API) into its internal tools and platforms such as Disney+. Starting in 2026, user-generated content based on licensed Disney universes could be distributed in a controlled manner, paving the way for hybrid formats between institutional and participatory creation.

This agreement sends a strong signal in a context marked by disputes over model training and the unauthorised use of protected content. It illustrates the rise of AI governance contracts, which aim to regulate intellectual property rights, liability, the security of generated content and brand protection.

The CJEU rules that a non-alcoholic beverage cannot be sold under the name "gin"

CJEU, Verband Sozialer Wettbewerb eV v PB Vi Goods GmbH, 13 November 2025, No. C-563/24

With the rise of non-alcoholic and low-alcohol drinks ("*No-Low*"), which are increasingly adopting the codes of spirits, the CJEU has provided an essential clarification: a non-alcoholic beverage cannot be marketed under the name of a category of spirits.

The case concerned the name "Virgin Gin Alkoholfrei" for a non-alcoholic beverage. An association considered that this name contravened EU law, as the product did not meet the criteria defined for gin. Referred to by a German court, the CJEU confirmed this interpretation.

As a reminder, European Regulation 2019/787 defines the categories of spirit drinks and their production conditions. Gin (category No 20) is a drink flavoured with juniper berries, with a minimum alcohol content of 37.5%. Article 10(7) of the regulation prohibits any beverage that does not meet these requirements from using the legal name or referring to it, even if the label states "alcohol-free".

The Court justifies this prohibition on the grounds of the need to protect consumers from confusion and to ensure fair competition for producers who comply with the regulations.

This decision is an important milestone in the regulation of *No-Low* drinks, which are still largely unregulated, and is likely to be followed by further clarifications.

NEWS INTELLECTUAL PROPERTY

Marseille court imposes heavy penalties for counterfeiting on the markets

Marseille Judicial Court, Cartier and Richemont International v. Nel by Stew et al., 6 November 2025, No. 23/09893

A notable decision by the Marseille Court of Justice concerns the sale of counterfeit jewellery at a stall in the Place des Lices in Saint-Tropez.

The Court once again confirmed Van Cleef & Arpels' copyright on the Vintage Alhambra, Magic Alhambra, Sweet Alhambra and Pure Alhambra designs, and penalised the company and its manager for selling illegal copies.

For 91 servile counterfeits sold at an average price of €50, the following penalties were imposed:

- €50,000 for the negative economic consequences suffered by Richemont, the owner of Van Cleef & Arpels
- €14,000 corresponding to the profits made by the counterfeiters
- €10,000 for infringement of moral rights
- €20,000 for unfair and parasitic competition
- Judicial publication, including on the counterfeiters' website
- €5,000 under Article 700 of the Code of Civil Procedure

This decision differs from previous decisions on the matter due to the particularly high amount of damages awarded and the court publication measure ordered. Through this ruling, the Marseille court has clearly demonstrated its willingness to severely punish counterfeiting within its jurisdiction.

The Bordeaux Court of Appeal rules that open source software is protected by copyright

Bordeaux Court of Appeal, KOMPAI ROBOTICS v. EASYMILE et al., 18 November 2025, RG No. 22/04592

Firstly, it should be noted that open source generally refers to freely accessible source code, unlike proprietary code, which is not open to the public.

Contrary to popular belief, open source does not exclude copyright but, on the contrary, is fully within this legal framework. The open source licence sets out the conditions for use, modification and distribution of the code.

French case law on this subject remains rare. However, the ruling of the Bordeaux Court of Appeal of 18 November 2025 reiterates a fundamental principle in this area:

"*Software is subject to copyright protection. Similarly, open source software, which allows users – subject to the electronic signature of a licence agreement – to access the source code, use it and possibly modify it, is protected by copyright. The owner of the rights to such software may take action for infringement, provided that they can demonstrate its originality, the existence of infringing acts and a causal link between the infringement and the damage suffered. Infringement is characterised by failure to comply with the terms of the licence that sets out the conditions of access to the free software.*"

This ruling confirms that open source is not a legal "no man's land": copyright protection remains in force, and failure to comply with licences may give rise to liability for infringement.

NEWS INTELLECTUAL PROPERTY

EUIPO refuses a position mark filed by Skechers

EUIPO, 10 Novembre 2025, R 695/2025-1

EUIPO, 10 Novembre 2025, R 697/2025-1

Decisions concerning position marks in the footwear sector are becoming more frequent, but remain difficult to anticipate.

On 10 November 2025, the EUIPO Board of Appeal rejected two similar applications filed by footwear manufacturer Skechers, relating to an air cushion integrated into a triangular heel.

It considered that these shapes did not deviate significantly from market standards and practices, particularly in comparison with Nike Air models. The European Office therefore stated that *"The sign applied for is a mere variation of functional or decorative elements placed on the midsole of sports shoes and will therefore not be perceived by the relevant public as an indication of commercial origin."*

The Paris Court of Appeal rules that the cancellation of a patent may result in the cancellation of royalties due

Paris Court of Appeal, NOVATEC v. TPL SYSTEMES, 29 October 2025, RG No. 23/18018

The Paris Court of Appeal points out that when a patent is revoked, the licensee is not automatically required to pay royalties due, provided that they have not derived any real benefit from the licence.

In this case, the licensee's successor claimed that it had never exploited the patent. The Court found no evidence of use, no real beneficial exclusivity and no market obtained thanks to the patent.

Consequently, the Court of Appeal concluded that no royalties were due, despite the existence of the initial contract. In particular, it reaffirmed that:

- The cancellation of the patent deprives the licence of its content, but royalties already paid are only refunded if the licensee can prove that they did not derive any benefit from it.
- The burden of proof that no benefit was derived from the licence granted rests with the licensee.

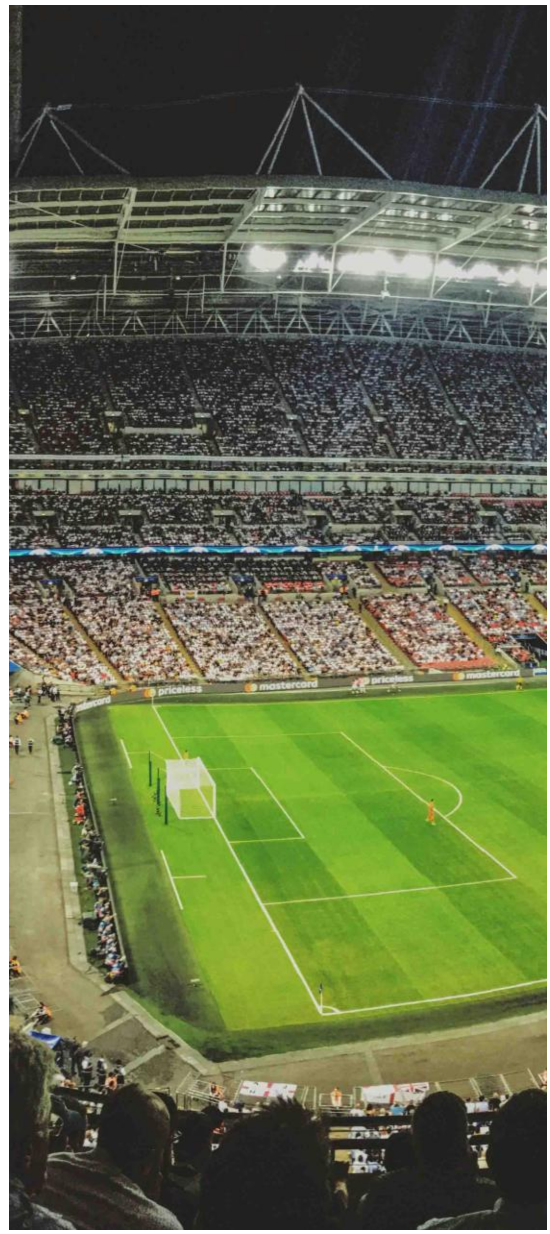
This reminder is important: without exploitation of the patent, no remuneration is payable.

NEWS INTELLECTUAL PROPERTY

The Court of Cassation declares the "CITY STADE" trademark invalid due to degeneration

Court of Cassation, Commercial Chamber, Tennis d'Aquitaine v. Sports et loisirs, 13 November 2025, No. RG 24-14.449

Revocation of the "CITY STADE" trademark due to degeneration: simply sending formal notices is not sufficient to preserve a private right



In 2021, Sports et Loisirs asked the INPI to revoke the "CITY STADE" trademark, registered in 2006 by Tennis d'Aquitaine in classes 6 and 19, arguing that this sign had become the most common designation for multisport facilities. The Colmar Court of Appeal accepted this reasoning.

Tennis d'Aquitaine subsequently appealed to the Court of Cassation, arguing, on the one hand, that the Court of Appeal had not taken into account all the measures implemented to maintain the distinctive character of the trademark (use of the ® symbol, three formal notices sent to competitors) and, on the other hand, that the proportionality of the actions should be assessed in light of the increase in the generic use of the term since 2016.

The Court of Cassation dismissed the appeal and upheld the appeal decision, noting that:

- the term "CITY STADE" has been used generically and regularly by market players since 2016;
- the three formal notices sent at the end of 2020 and the use of the ® symbol are not sufficient to curb the already established common usage;
- no legal action had been taken despite knowledge of these uses.

This decision is interesting because it finds that Tennis d'Aquitaine, through its inaction, contributed to the degeneration of its trademark by allowing it to enter into common parlance.

NEWS INTELLECTUAL PROPERTY

The CJEU specifies the conditions for the admissibility of a collective infringement action

CJEU, RB. and others v SACD and others, 18 December 2025, C-182/24

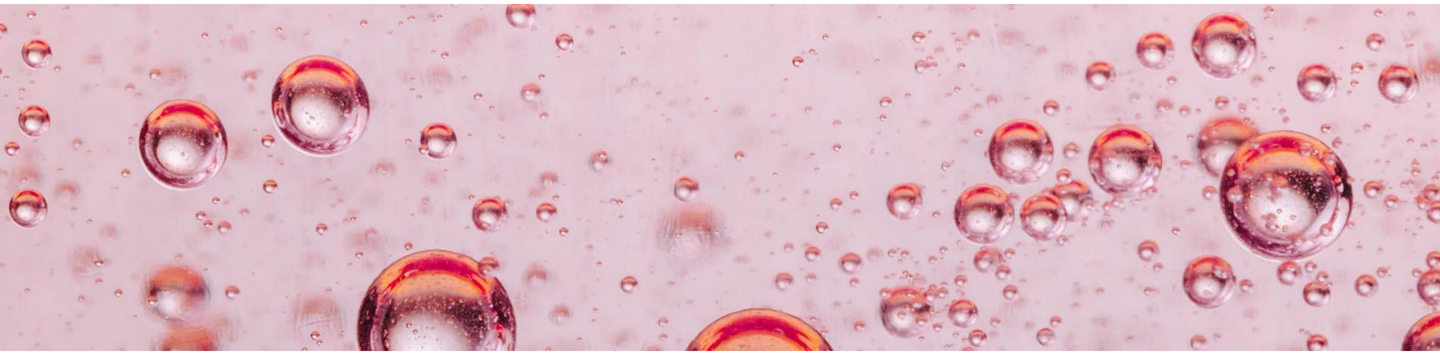
On 18 December 2025, the Court of Justice of the European Union (CJEU) handed down a judgment (Case C-182/24) concerning the compatibility with EU law of a national rule making the admissibility of an action for infringement of the copyright in a collective work subject to the involvement of all co-owners.

Between 1967 and 1974, Claude Chabrol made fourteen films, five of which were in collaboration with Paul Gégauff. The exploitation rights were sold in 1990 to Brinter, then transferred in 2012 to Panoceanic Films SA for the works co-written by Gégauff. After the authors' deaths, their beneficiaries challenged the terms of exploitation, citing contractual breaches and copyright infringements. The defendant companies argued that the action required the participation of all co-authors or their beneficiaries, which was impossible due to the age of the works.

The Court ruled that EU law does not prohibit a national rule requiring all co-owners to be involved, provided that the procedure remains reasonable and complies with the principles of effectiveness and equivalence. If this requirement makes access to justice impossible or excessively difficult, the national court must ensure the full effect of the right to an effective remedy and set aside the national provision.

The CJEU points out that the Charter of Fundamental Rights protects intellectual property rights and the right to an effective remedy. Any procedural rule that would neutralise those rights by making the procedure unnecessarily complex or costly would contravene the principle of effectiveness.

Member States may therefore require all co-owners to be involved, but this requirement must be proportionate and compatible with the fundamental rights guaranteed by the Union.



EUIPO recognises Givenchy logo as a well-known mark

EUIPO, LVMH FRAGRANCE BRANDS v Luxus Alternatives Inc., 12 December 2025, R 1568/2024-2

On 12 December 2025, the EUIPO issued an important decision for owners of well-known trademarks, particularly in the luxury sector. It recognised the reputation of GIVENCHY's figurative "4G" logo and refused protection for a similar sign for financial services related to investment in luxury assets, on the basis of Article 8(5) of the European Union Trade Mark Regulation (EUTMR).

An international registration designating the EU covered, in particular, "financial and investment services based on partnerships with brands to offer fractional ownership of luxury assets".

LVMH Fragrance Brands filed an opposition based on Givenchy's "4G" logo, citing the risk of confusion (Article 8 §1 b) and infringement of a trademark enjoying a reputation (Article 8 §5), on the basis of the following arguments:

- Proven reputation: long-standing and continuous use, significant sales volumes, massive advertising investments, recognition by independent sources and previous court decisions.
- High visual similarity: purely figurative signs with a comparable geometric arrangement.
- Link in the mind of the public: the contested services explicitly target investment in luxury goods, reinforcing the mental association with an iconic emblem.
- Unfair advantage: adoption of a similar sign conferring a transfer of image (prestige, trust, exclusivity) without equivalent economic effort, characteristic of acts of parasitism.

Noting that all the conditions were met (reputation, similarity, association, unfair advantage, absence of legitimate reason), the Chamber recognised the reputation of Givenchy's 4G logo and refused protection for the contested brand's financial services.

NEWS INTELLECTUAL PROPERTY

The CJEU puts an end to the artistic threshold for utilitarian works

CJEU, Mio AB and others v Galleri Mikael & Thomas Asplund Aktiebolag (C-580/23) and USM U. Schärer Söhne AG v konektra GmbH (C-795/23), 4 December 2025

On 4 December 2025, the Court of Justice of the European Union (CJEU) handed down a long-awaited ruling (joined cases C-580/23 and C-795/23) clarifying copyright protection for utilitarian objects and applied arts. This decision answers two key questions: how should the originality of objects subject to technical constraints be assessed, and what criteria should be used to characterise infringement?

The CJEU points out that the concept of "work" within the meaning of Directive 2001/29 is autonomous and applies to all creations. To benefit from copyright protection, a work must both constitute an intellectual creation specific to its author and be the identifiable expression of that creation.

No higher threshold of originality may be imposed on the applied arts. Coexistence with design law is permitted, but without hierarchy. Thus, a table or modular furniture may be protected if it expresses free and creative choices, despite technical constraints, provided that these do not remove all freedom.

Creative choices must be perceptible in the object itself. Aesthetic effect, artistic recognition or commercial prestige are considered irrelevant. The absence of technical constraints is not sufficient: the choice must confer a unique aspect that reflects the author's personality.

Infringement results from the reproduction of original elements, even partial ones, bearing the author's imprint. The CJEU excludes the criterion of "the same overall impression", which is reserved for design law. The analysis must focus on specific and recognisable formal elements.

This ruling is a benchmark for those involved in design, affirming that copyright protects what the object shows, not what the author declares. Creativity is evident in the form, which is the basis for legal protection.

NEWS MEDIA, ENTERTAINMENT AND ADVERTISING

The Paris Court of Justice orders the blocking of IPTV sites to VPNs and DNS

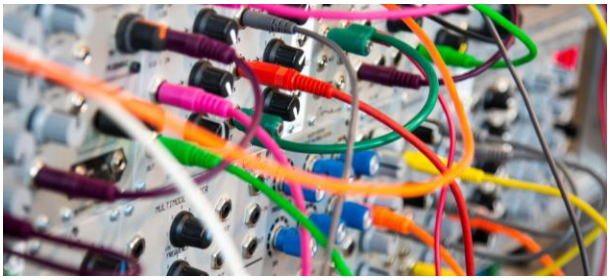
Paris Court of Justice, 18 December 2025, No. 25/13712

On 18 December 2025, the Paris Court of Justice handed down two major rulings in favour of the Professional Football League (LFP) and LFP Media, aimed at stepping up the fight against piracy of Ligue 1 McDonald's and Ligue 2 BKT competitions. These rulings order the blocking of websites and IPTV services that illegally broadcast matches, now targeting VPNs and alternative DNS, tools widely used to circumvent existing measures.

According to Arcom, nearly 66% of internet users resorting to illegal solutions use VPNs or alternative DNS to access pirated content. For the first time, the decision requires DNS4EU, a European DNS resolution service, to implement blocking measures. This extension marks a significant development, as it includes all technical intermediaries likely to facilitate illegal broadcasting.

These measures complement those already obtained from Internet service providers, certain alternative DNS providers and search engines, in order to reduce the visibility and accessibility of illegal content. The LFP and LFP Media welcome these decisions, which strengthen the protection of their rights and support an attractive legal offering for football fans.

This judicial approach is part of an overall strategy pursued with clubs, broadcasters and distributors, aimed at securing revenues from audiovisual rights and preserving the integrity of competitions. By targeting circumvention technologies, the Court is sending a strong signal: the fight against piracy is no longer limited to illegal sites, but extends to the technical ecosystem that facilitates access to them.



Universal Music France must withdraw two major MC Solaar albums from sale

Paris Court of Justice, 5 December 2025 (article from L'Informé: Universal Music France must withdraw two major MC Solaar albums from sale)

Universal Music France and Sentinel Ouest, the company owned by rapper MC Solaar, have been found guilty of infringing on photographs taken by Philippe Bordas. These photographs were used as the cover art for two of the rapper's albums, including the famous "Prose Combat" released in 1994. The major label must also remove all traces of these images online and physically withdraw the products in question from sale.

The ruling requires Universal to recall, within one month of its notification, all products marketed bearing one or more of the 31 photographs in question. This obligation is accompanied by a penalty of €500 per day of delay, for 90 days. A "major clean-up" is therefore required, both on digital channels and on physical shelves.

NEWS MEDIA, ENTERTAINMENT AND ADVERTISING

The Paris Court of Justice refuses to provisionally block the Shein website in France

Paris Court of Justice, 19 December 2025, RG 25/57861

In a ruling on 19 December 2025, the Paris Court of Justice rejected the State's requests to temporarily block access to the fr.shein.com website from French territory, considering the measure to be "manifestly disproportionate" after the Asian e-commerce giant voluntarily withdrew the illegal products.

Shein was accused of offering illegal products for sale, including child pornography dolls, sexual material without effective age verification, Category A weapons and medicines prohibited from online sale.

The court recognised that there had been serious damage to public order, but noted that the platform had responded rigorously once the disputed products had been brought to its attention. In particular, it noted the limited number of products concerned out of the hundreds of thousands on offer, their rapid removal by the platform and Shein's initiative to suspend its entire marketplace.

However, the court ordered the Chinese giant not to resume the sale of sexual products that could be characterised as pornographic content on the fr.shein.com website without implementing age verification measures – other than a simple declaration of majority – to make such content inaccessible to minors.

The French government has announced that it will appeal this decision.

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