

STRONG TRUST PRINCIPLE FOR SETTING AUTHOR ROYALTIES ON THE COPYRIGHT OF THE BOOK

(Prinsip Kepercayaan yang Kuat untuk Menetapkan Royalti Penulis Tentang Hak Cipta Buku)

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ABSTRAK

Penulis buku sebagai pencipta hak kekayaan intelektual harus mendapatkan imbalan yang wajar apabila penulis buku tersebut mengalihkan hak eksklusifnya kepada penerbit buku untuk menerbitkan dan mengkomersialkan ciptaannya. Pembayaran royalti kepada penulis buku adalah hal yang wajib dilakukan oleh penerbit buku apabila kedua belah pihak telah menyepakati perjanjian lisensi. Penelitian ini bertujuan untuk meneliti bagaimana undang-undang hak cipta melindungi royalti penulis atas hak cipta buku atas dasar kepercayaan. Ini memberikan dasar lebih lanjut untuk sistem royalti yang diperjanjikan, upaya untuk melindungi sistem royalti penulis, dan perlindungan hak cipta buku oleh undang-undang hak cipta. Metode penelitian yang digunakan adalah normatif dengan pendekatan perundang-undangan dan konseptual. Hasil kajian menunjukkan bahwa untuk penerbitan buku dan pembayaran royalti, penerbit telah menggunakan beberapa sistem, salah satunya adalah, sistem royalti putus atau sistem pembelian naskah buku dengan harga tertentu, sistem royalti yang dimodifikasi untuk buku, sistem royalti yang didasarkan pada sponsor, dan sistem royalti yang didasarkan pada hasil permintaan besar untuk buku. Penerbit memilih pendekatan sederhana untuk melindungi sistem royalti penulis buku dari undang-undang, yaitu dengan membangun kepercayaan satu sama lain, penerbit dan penulis menjaga hak masing-masing.

Kata kunci: : Buku; Sistem Royalti; Kepercayaan; Undang-Undang Hak Cipta

ABSTRACT

The author of the book as the creator of the intellectual property rights must get a fair reward if the author of the book transfers his exclusive rights to the book publisher to publish and commercialize his creation. Royalty payments to book authors are mandatory for book publishers if both parties have agreed on a licensing agreement. This research aims to examine how copyright law protects authors' royalties on book copyright on the basis of trust. It provides a further basis for an agreed royalty system, efforts to protect the author's royalty system, and the protection of book copyright by copyright laws. The research method used is normative with a legislative and conceptual approach. The results of the study show that for book publishing and royalty payments, publishers have used several systems, one of which is a broken royalty system or a system for purchasing book manuscripts at a certain price, a modified royalty system for books, a royalty system based on sponsorships, and a royalty system based on the results of large demand for books. Publishers choose a simple approach to protect the authors' royalty system from the law, which is by building trust with each other, publishers and authors take care of each other's rights.

Keywords: Books; Royalty System; Trusts; Copyright Law

INTRODUCTION

Copyright covers the author's ideas and innovations in published works. The relationship between the publisher as the intellectual property owner and the author as the creator is regulated in the Indonesian legal system by 2014 Law No. 28. When a work is materialised in concrete form, the creator's exclusive rights exist instantaneously based on the declarative principle, subject to constraints imposed by applicable laws and regulations is the first paragraph of Article 2. Undoubtedly, a writer needs a publishing institution that can help him in disseminating their work to the public during the process of developing his work so that it can be enjoyed by readers. Books are published by companies called publishing. One very important aspect of written work is publishing. Publishers are a very important role because they accommodate the author's work so that it can be published (Dwivedi et al., 2023). In addition, publishers allow the general public to access the author's ideas and creativity.

Book authors have moral and economic rights to their work. As a way to reward an author's work, royalties are a form of economic right used as a source of income or profit for the author (Mughni, Sanusi, & Pratama, 2023). In contrast, book piracy ranks third in Indonesia, after software, movies, and music are pirated (Effendy & Prasetyo, 2024). This results in the inability of rights holders or creators to fulfill their economic rights. At least, a reasonable royalty distribution will inspire others to write by piquing their curiosity and enthusiasm. Any publisher is required to have their own royalties policy.

The relationship between the publisher (copyright holder) and the author (creator) is governed by Copyright Law No. 28 of 2014 (Noor, 2021). However, under current circumstances, many authors and publishers do not understand the important aspects of publishing and royalty agreements. In the process of publishing the book, there are several infractions, particularly contracts or agreements been documented in prior unbalanced investigations.

In the case of royalty awards, the publication must be honest with the author. In addition, most authors cannot determine whether the amount of books printed corresponds to the contract or agreement. As a result, because authors often feel disadvantaged by publishers who don't have enough experience, the author-publisher relationship is frequently a source of contention. The results showed that book publishing agreements are unfair and tend to be one-sided, which harms the author. The results also show that there needs to supervise the amount of publications published.

The intricacy of the book production and promotion process makes it impossible for authors to have a precise understanding of the printing and sales processes. Book publishers and printers have legal relationships with authors or book authors, one of which is a licensing agreement where the publisher gives royalties to the book's author as a licensor. It is founded on both parties' original agreement. In addition, the author must execute this agreement in a manner that is in accordance with the rules. For book authors, royalties are one type of economic right that is their source of income. Authors not only have moral rights to their work and are entitled to financial benefits from their work. Authors will be motivated to continue making good work if they receive appropriate royalties (Suciadi, Dave, Lihu, & Gunawan, 2024).

In the calculation of publisher royalty payments, the percentage of royalties that will be received by the author ranges from 8 to 15% of the price of the book sold. On the other hand, in the payment of royalties themselves, the copyright value of the book always increases. Meanwhile, due to non-transparent sales reports, authors do not get the royalties they should get from selling books. This study aims to find and provide an explanation of how the principle of trust and book authors are legally protected by the royalty system. This mainly deals with book publishing agreement contracts, issues that arise, and royalties awarded. This research may be a reference for various parties to continue to work and consider. They can also gain new knowledge about publishing written works.

RESEARCH METHODS

The research technique employed is normative research. It is critical for this research to determine how the applicable positive law protects the author's copyright from the book's copyright royalty system. The purpose is to examine a subject matter related to the application of positive legal

principles or standards to produce objective and rational discussions and conclusions. The statutory approach (statutory perspective) and conceptual approach (conceptual perspective) are used in this regard. Legislation and judges' decisions are primary and secondary sources of data concerning the research topic. The legal documents' findings of literature research include the description and analysis of research results to provide a comprehensive and systematic picture of facts relevant to the research topic. All this is done to make the data organized, systematic, organized and meaningful.

RESULTS AND DISCUSSION

Determination Of Author Royalties On Book Copyright Based On The Copyright Of The Book

A royalty is the amount paid when a user of a copyright or product-related right permits others to use or profit from the work or product linked to that right. In most cases, the amount of royalties is determined through agreement on certain standards, what is then documented in the form of a written deed or agreement. Because books or written works are intellectual works protected by law, Article 80 of the Copyright Law of 2014 states, royalties must be paid with a license agreement, but does not explain how to divide royalties.

According to national standards, the royalty publishers contribute to authors is 10% of the overall price of books sold. For the timing of the awarding of royalties, both parties agree to set them. Publishers usually use this method against book authors. Nonetheless, it is also based on the preliminary agreement between the two parties.

Copyright includes moral and economic rights (Magdariza, 2023). According to royalty is a payment made to the inventor, as established in Article 1 paragraph 21 of Copyright Law No. 28 of 2014, or the owner of related rights in exchange for the economic use of related works or products (Silfiani, 2022). Creators' and owners' economic rights to connected rights depending on royalties. Royalties not only show appreciation for the efforts and skills of creators and related rights holders; It is also a way to show appreciation to them. But it also inspires them to make something better or create. No respect should be given to the creators and relevant rights holders if there are no royalties. The result of the creative or creation process will come to a halt.

Economic rights given to authors as a result of their creative work, namely royalties. Articles 8 and 9 of Law Number 28 of 2014, have regulated this before (Saputra, Fahmi, & Daeng, 2022). Royalty payments do not eliminate the author's economic rights, as stipulated in the letter of agreement. Royalty notices are paid within three months after the book is delivered and until the end of the contract. Publishers usually give royalties of 5 to 10% per copy. In addition, the author will receive compensation of 5% of the sale of goods. Authors have the right to request a maximum royalty increase of 13% if the book sells well and will be reprinted within 2 years. The publisher has set the selling price of the book, and royalties have been reduced by the fees for creation and distribution (Widharta, Pakpahan, Leonard, & Prasetyo, 2023).

The publisher will often pay the agreed sum when the author wishes to sell the work through a sell-off method. Every sheet of the manuscript can also be appreciated. In general, the book publishing agreement process has met the legal requirements of the agreement according to applicable law, as well as important topics that must be discussed in the agreement letter for book publication (Siregar, 2022c). In addition, publishers convey interrupted sales and royalty payments publicly so that no one is harmed.

It is undeniable that the rapid development of this digital era has benefits for the people of Indonesia, because it can improve their economy. However, this also has negative consequences, which increases the likelihood of infringement, especially with regard to copyright and other intellectual property infringement.

When it comes to royalty, copyright law does not provide a specific definition, although the licensing agreement states the licensee must pay the appropriate copyright holder. All royalty agreements are only between copyright owners and users through the Collective Management Institute. In Article 87 the Copyright Act, management by consensus institutions act as intermediaries between users and copyright holders (Pratama & Sulistyaningsih, 2023). Copyright users receive a license from this institution. and is also responsible for paying copyright holders the relevant royalties.

Publishers pay book authors in various ways to share profits. Among other things, if the author is responsible for all publishing costs, all books published by the publisher will be sent back to the author. For example, the publishing rights are only 10% or two hundred books. In situations like these, authors sometimes ask publishers for help to market their books. Furthermore, publishers give money to book authors in exchange for royalties from book sales. The author will benefit if all his books are sold. These royalty profits are profits paid with books, not money.

Basically, publishers need authors to publish their work, and vice versa. Authors usually have to pay a publisher fee if they want their book published by the publisher. Unlike most publishers, authors do not have to pay for publishing or printing. Instead, the publisher must bear all costs. In the end, the publisher will give the author a certain number of copies of the book. Book authors receive benefits from books printed by publishers.

Publishers use sponsorship mechanisms to provide royalties for their books. Book authors will receive royalties from their sponsors if the book has sponsors. For example, a government or non-governmental institution participates in a published book. In these circumstances, a sponsor asks a publisher to investigate the matter and oversee the publication of the book. From the findings of the study. The sponsor will provide publishing of the book and related items to the designated publisher. The designated publisher will determine the cost of printing the book, royalties for the author, or the amount of books that can be printed in case the book is sold. The agreement made between the sponsor and the book publisher governs this.

Therefore, basically, it is very difficult for publishers to make a profit from books that have been published because publishers are also responsible for paying fees for printing books or capital. As a result, the royalties given do not affect many authors. In addition, the authors also do not set the amount of royalties that the publisher must pay to him. Because it is difficult to calculate the royalties received by the author of the book. Unless the author wants to publish his writing in an outside publisher or other large publisher who has wider experience. In fact, other than that, the authors do not receive significant royalties from outside publishers. After conducting surveys, large publishers will sometimes give notice to authors that the type of book they want to publish is challenging. But, publishers can use a capital sharing system if the author still wants to publish his book. Everyone will share the capital or cost of publishing the book, and the book will also be divided. In addition, publishing such books requires tremendous capital most of the time, the author's side does not have the necessary financial resources to pay for it.

In this case, the author submits the manuscript to the publisher, who then publishes the book, and sends three copies of printed proof to the author. The agreement also stipulates that the author will give a 50% discount on the selling price of the book if the author wants to buy it. People who want to buy his book can be notified by the author (Siregar, 2022a). In this way, it will save more money if you buy his book. through the author himself, who will then order it to the publisher who published it and the author will receive a 50% cut of the cost of selling the book. Although the author did not make a profit from the proceeds of the sale. However, as a result of the large demand for his books, he has a moral advantage or appreciation.

To pay the owner or creator of KCI rights, the collection of royalties is an important step in the overall process, as the organization that has the authority to manage royalties, is responsible for this distribution (Kurniawati, 2022). For songs played at certain activities, such as general licensing, roadcasting, concerts, and cinemas, royalties received from those activities are divided. This is known as the "follow the dollar" system.

Article 87 of the Copyright Act states that the method for paying royalties is; (Tairas & Phua, 2023)

1. Collective management institutions are formed by copyright holders and other relevant rights owners. to obtain the creator's economic rights to provide commercial services to users who own copyrights and other related rights.
2. Providing royalties to creators and copyright holders through collective management institutions is the responsibility of copyright users as well as the related rights mentioned at the beginning of the paragraph.

3. The users mentioned in paragraph one enter into agreements with group management agencies. This agreement states that they must pay royalties for the copyright and related rights used.
4. As long as the user carries out and fulfills his responsibilities in accordance with the agreements concluded with the collective management institutions, the use of commercial rights to such works and products is not considered to violate this law.

The monthly reports that publishers provide to authors can also be used to see the transparency of the publisher. According to national standards, these studies can be conducted quarterly, six months, or once a year (annual report). However, there are also publishers who do not give authors time to report on book sales every month.

If there is significant demand for published books, publishers also report to authors. For example, if suddenly it happens that an individual or corporate entity that provides library books comes to the publisher. These book suppliers are interested in publishers' existing book catalogs and want to buy in bulk. In this case, the author is always notified by the publisher when the book is published.

Publishers usually spend more money to publish books than authors. Due to the unstable state of the market in this regard, there is no relationship between publishers and authors. When market conditions are rising, problems usually arise.

The author's copyright to their work belongs to the publisher and the author of the book that is the subject of the agreed agreement. In the publishing agreement of the book concerned, there must be clear and clear provisions on how in order to utilise his written work, the author transfers his copyright to it. This agreement denotes a collaboration arrangement between the author and the book publisher, with the rights and obligations of each party the author of the book acts as the first party or creditor who has the right to royalties on his copyright, while the book publisher acts as a second party or debtor who must pay the royalties of the book author and utilize the manuscript until it becomes ready for sale. It is this agreement that establishes legal relationship between the publisher and the author. Furthermore, if one of legal rights of the publisher and author relationships violate the agreement the third party will face penalties.

Trust as the Basis for Determining Royalties to Provide Legal Protection

Article 1 of Copyright Law No. 28 of 2014: Royalties are rewards received by makers or owners of related rights to a work or commodity for the exercise of commercial rights over a work or commodity (Saputra et al., 2022). In patent law and trademark law, the definition of royalty is very different, while the Big Dictionary Indonesian defines royalty as payment for services for each published book, distributor to author.

The licensee must pay royalties on the work of others it publishes. This is due to the fact that the law protects the intellectual property rights of individuals. Therefore, in cases where one person's intellectual property is commercialized by another party, the acquiring party must receive compensation from the acquiring party. The use of the services of others to be commercialized is assessed as a result.

There are two systems for royalty payments; Break up system and periodic royalty system. Twice yearly royalty payments are a periodic royalty system, which covers approximately 10% of the book's selling price, according to the contract between the publisher and the book's author (Siregar, 2021). However, in the sell out system, after the book is published, the author is paid directly for the manuscript. However, the author is not entitled to royalties return after the book is published.

Compared to previous laws, the Copyright Law of 2014 extends copyright protection to works of art and books (Prihatin, Yosepin, Listyowati, & Hidayat, 2024). Article 1 Paragraph (1) of the 2002 UUHC regulates the period of copyright of books and other works of art, is during life and fifty years after the creator's death. According to the 2014 UUHC, copyright is divided into economic rights and moral rights. With respect to the creator's work being used in public, the creator has the moral right to choose to keep his or her name on the copy, under his pseudonym or alias, retaining his or her rights if the work is damaged or altered (Rahmadani, Mahrunnisa, Maharani, & Aveyory, 2021). There is no time limit for changing works or actions that are detrimental to their character or honour (Article 57, paragraph (1) of Law No. 28 of 2014). However, the moral right to modify work in

conformity with societal norms, as well as changing the work's title and subtitles over its copyright term (Article 57 Paragraph (2) of Law No. 28 of 2014) (Tambunan, Panjaitan, & Siahaan, 2023).

In case of registration, there is no obligation to register the work because there is an automatic protection principle in copyright (Bintara Putra, 2013). That is, moment the inventor of a copyrighted work creates it, the artwork is legally protected by copyright. However, it would be better to submit the artwork for submission to the General Directorate of Intellectual Property and Copyright. This is necessary when involved in legal issues related to the current work, therefore, the registration of the work will have greater legal force. In addition, every creation has moral rights from the beginning . (Therefore, the work does not need to be registered because the ownership is clearly with the creator without being registered.

Legal protection for book authors, the publisher does not guarantee legal protection to book authors (Anggraeni & Prayuti, 2022). What is clear about how long the heirs of the book author can receive royalties if he dies, because the legal policy in place has regulated everything. However, publishers choose a simple approach in this regard, that is, by cultivating trust in each other, publishers and book authors seek to safeguard writers' and publishers' rights, royalty agreements for the publication of books that have been made, whether it is written in the MoU or vice versa.

Publishers have implemented various strategies to pay authors royalties. First, buy a script. The publisher has purchased two book manuscripts within a certain period of time. The manuscript was bought for a fee. In this scheme, the publisher as the issuer is responsible for all costs associated with its issuance.

The second scheme, which means, the publisher will pay all costs for printing and publishing books and give royalties of money equal to 10% of the number of books sold in the catalog to the author. For example, If the total sales of the book is 500 copies and the price of one book is 100 thousand, then the total sales of the book will reach 50 million. The author receives a royalty of 10% of the fifty million, or five million. And when the sales process is complete, royalties are calculated based on the number of books sold. Some authors have used such royalties as in their books and others.

Publishers however, sometimes change this scheme by paying 10% of the number of books printed. The publisher's book print system usually uses this scheme. For example, the book was printed as many as 100 copies, and after the book was published, the author received royalties of ten copies of the book as a book. This means that authors are also responsible for selling and promoting their work, to ensure that both publishers and authors will benefit. In the third scheme, the author himself bears the cost of printing the book, while the publisher only helps the publication of the book.

There is no obligation for authors to register their copyrights, as is the case with copyright registration. Because publishers consider the book legally eligible if it has an ISBN (Rizkia & Ferdiansyah, 2022)(Rizkia & Ferdiansyah, 2022).

How much royalties a publisher gives depends on how famous the publisher will publish the book., the quality of the writing or manuscript, as well as consideration of the reputation of an already well known author, contribute to the attractiveness of an author in negotiations. The Head of Production opined, authors who are well known or write well and sell well in the market will definitely ask for standard or low royalties, such as 7% royalties, but publications usually offer standard or low royalties, such as 7%. Publishers usually pay more royalties to authors who are more famous for the sheer volume of their work. However, if the publisher will reconsider whether the work is worthy of publication and has a significant monetary value if the author asks for royalties of more than 10%, considering the risks that may occur if the printed book does not sell well in the market.

Undoubtedly, publishers and manuscript writers must determine the method of payment of royalties. After the manuscript is received and signed, The Agreement for Book Publishing Partnership (SPPB) has been signed. Once it has been agreed that the author's work will be published the author and publisher have signed a collaboration agreement is known as SPPB. In this instance, the publisher recommends a fee similar to an average of 10% of the book's after tax price of 15%. According to the Production Department's Head, in making decisions about royalties, publishers have to negotiate with authors, with royalties averaging around 7-10%, while the remaining money is for

production, printing etc. Publishers can make a profit of 20% of the book's selling price by taking into account 50% printing fees and 10% royalties from authors.

As a large and developed publishing institution, they should have given authors royalties of 10%, or even exceeded the general standard. To provide royalties, publishers and authors must reach a mutual agreement without benefiting either party. Factors that cause the low rate of new book production also contribute to the minimal growth in book sales, the level of promotion is not yet strong. Despite growing book market competition, publishers must be able to raise the standard of their publications while also advertising them more broadly.

Royalties are regarded as the most equitable book publishing system since publishers and writers share publication risks. Financing for book production accounts for 20 to 25% of the profit loss structure of the publisher, while authors take the possibility of making low profits from book sales (Siregar, 2022b)(Siregar, 2022b). Royalties remain a source of income for most authors and therefore arrival cannot be guaranteed every month. Most writers face problems in managing their finances. In addition to royalties, professional writers can make money from several other sources, such as selling off. Professional writers can work as co authors, ghostwriters, article writers, competition participants, and more.

The manuscript provided by the author must be validated by the publisher. used because it protects copyright. In addition, authors always receive copyright royalties from book publishers, so that authors can make more efforts to produce high-quality works. In addition, to benefit the author of the book, the publisher must also provide the best method of paying royalties. The publisher must inform the author of the process of publishing his book if there is a subsequent printing press other than the signature of the contract at the beginning. Because both publishers and authors are entitled to their respective rights.

In addition to uncertain royalties, authors face legal protection issues for their works. Human creativity must be supported by a safe environment, including legal protection. YCBI (Yayasan Cipta Buku Indonesia) is an example of a special institution that handles book royalties. Book royalty management will be more efficient and perfect. In Indonesia, YCBI has the authority to manage and manage royalties (Rokan, 2022). The foundation protects creators and publishers in addition to paying royalties, and copyright holders and teaches the importance of respecting works of art. At least, the author will be facilitated and protected by the foundation and can reduce the problem of royalty payments in the future.

CLOSING

Conclusion

Implementing a periodic royalty system that is carried out in accordance with the agreed-upon payment period and the amount of payment that corresponds to the total number of books that have sold well during that period can increase the likelihood of suffering losses as a result of the book publisher's failure to pay royalties within the agreed-upon period. Publishers use a straightforward guideline to legally preserve the author's royalty system, whereby both the publisher and the author defend their rights by fostering mutual trust. In an attempt to safeguard the author's copyright, the publishing house continues to pay royalties to the author in accordance with the license agreement at the beginning of publication. Publishers also give writers detailed information about the caliber of their publications. This is accomplished by giving the author monthly or yearly reports.

Suggestion

There are several problems that prevent publishers from paying royalties to book authors in a timely manner. The first is the lack of communication between the author and the publisher of the book, which leads to misunderstandings. This misconception usually occurs because the author of the book does not know how much the book sells in the market before payment. One of the additional problems is that the book does not sell within the specified time frame. As a result, publishers cannot provide royalties to authors.

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