

# Judicial Review on Mechanical Rights of Musical Work (Case Study on of the Supreme Court Decree of the Republic of Indonesia No.018K/N/HaKi/2007, Concerning Royalty Payment by KCI in Against to WAMI)

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## Abstract

*A song creation is an object of copyrights in which Economic and Moral Rights are inherently attached to the song writer. Nonetheless, the problem then becomes crucial when the song writing comes into the recording process and produces an output of sound recordings and songs on his own work, the right which was originally attached only to the song writer but then it is shared to the Record Producers protected by the Mechanical Rights on the respective work of song recorded. It is, in fact, an opportunity for the song writers or Indonesian musicians to get back their Economic including Moral Rights which highly rely on the stand points of Songwriter towards YKCI as the collecting society and their Record Producers in pursuant to an understanding of the TRIPS Agreement in 1995 which obviously set out time period of protection term for Record Producers as the Neighboring Rights through the Mechanical Rights for the maximum duration of 50 years, since Indonesia has ratified the Berne Convention in 1997. As a result, exploitation of Economic right including Moral Rights of the song writer owned by the other parties that has occurred regrettably cannot be taken its benefit in a comprehensively balanced, equitable, and sustainable way by all stakeholders.*

## Keywords

Songwriter; song creation; producers of phonograms; YKCI; neighboring rights; mechanical rights; economical rights, moral rights, TRIPS agreement; berne convention



## I. Introduction

Creation is a product or entity or matter or thing constituting the result of a process: (1) thinking, (2) sense, (3) logic, and (4) mind, which then reveals the output of values. Both at the global and national level, intellectual property rights (IPR) has been phenomenally appeared since the early 20th century until present, starting from France in 1883 as the Uni Paris for the International Protection of Industrial Property respectively followed by the Berne Convention in 1886 what so-called the Berne Convention for Literary and Artistic Works, served as the fundamental trigger of the emergence of Copyright Convention.

Intellectual Property Rights serve as rights that arise in the light of appreciation towards the copyright owners which covers two major benefit of rights : (1) Economical, and (2) Moral Rights. Both of these rights can be worth benefiting for the song writers as an investment upon their work, either severally or jointly as an element of two-in-one attached to each other, of which requires to be: (1) approved, (2) appreciated, and (3) granted

protection; including (4) guaranteed legal certainty of fair law enforcement for both rights benefit.

Profession as a song writer should likely get the position and equal respect as those addressed to other professions of any field. One of the lyrical writers (singers) who express their creative ideas through the lyrics of songs full of implied meaning (Dewirsyah, 2018). Thus, within his position, a songwriter is partially taken advantage by other parties upon the attempt he made. Recognition of the novelty creation in the form of work that is done by an individual or group has produced a concept called the protection of Intellectual Property Rights/ Hak Kekayaan Intelektual (HKI). Formerly, HKI was also known as Hak atas Kekayaan Intelektual (HaKI) .

In Indonesia, by and large, song writers are usually deemed to be slightly understand or even zero understand on certain rights inherently attached to the creation of their own musical works, notably when it turns into the massive music industry of which controlled by the majority owners with high capital. As usually it takes, the bargaining power of Songwriters side is repeatedly misfortunate. For this reason, a profit-based foundation representing song writers was considerably established in coping with the task of collecting royalties from the end-users . Thus, royalties collected through the aforesaid foundation are further redistributed to the song writers who serve as its own members within every year end. In Indonesia, a foundation which emerges as the collecting society is recognized as the Foundation of Indonesian Copyright or YKCI in bahasa. YKCI which was established in the early 2000s is widely welcomed by the song writers. Unfortunately, within its process, there was a prepiator of the central board officials of YKCI who committed crime pertaining to royalty embezzlement collected from the end-user. Apart from this case, YKCI also failed to fight against PT. Telkomsel where injustice was definitely there, particularly, when no economical benefit shared to the Songwriter who uses its song for Ring Back Tone or RBT purposes. Thus, YKCI does not merely fail in providing Economic Security of the song writers, but also in addressing their Moral Rights . Since the decree was issued by the Commercial Court to the Supreme Court, a lawsuit from the YKCI seems to be obviously weak.

Within a retrospective observation, the entire judicial process which runs from the scratch up to the end seemingly fails to come up with the substance aspect of the material due to its failure since the formal examination at the first step, with NO result or niet ontvankelijkverklaard. Therefore, on the basis of the aforementioned result, the songwriter joining the YKCI member will be accordingly losing their opportunity in keeping with as well generating their economic and moral rights. According to them, the work of their songs writing, has, in fact, evidently generated a wide range of sustainable profits for the owners with high capital e.i, a producer of phonograms and music including all members of the association.

In the realm of Intellectual Properties Rights, the Supreme Court Decree of the Republic of Indonesia No.018K/N/HaKi/2007 on Royalty Payments by KCI against Wami remains urgent for various stakeholders to discuss on. Presumably assumed, it might contain: (1) error in persona; (2) error in objecto with the issuance of the Supreme Court decree . As a result, focus on the decree title which keeps using a diction or acronym "Haki" instead of "HKI" as what supposed currently used as well as dealing with the content of the respective decree, accordingly it should come towards a positive learning for the the Indonesian society in the future.

## II. Review of Literatures

Songwriter who is also known as musician or composer specifically produces works in the form of song protected by Copyright. In pursuant to constitution, it consists of several rights, among other things are: (1) Economical Right, (2) Moral Rights, (3) Mechanical Rights; and (4) Performing Right. Problems in this thesis specifically focus on the Mechanical Rights with the following formula:

- (1) Are Mechanical Rights owned by the Music Recordings prodecurs using analog technology system in the 80s era automatically valid up to digital technology system in recent era within copyright agreement context?
- (2) Are there any opportunities for Composer or musicians in Indonesia to get Economical rights pasca the issuance of the Supreme Court Decree of the Republic of Indonesia No.018K/N/HaKi/2007 on Copyright Disputes between KCI and PT. Telkomsel, of which the song writers do not hold legal standing nor business contract between them and the producer?
- (3) What should be prepared by the song writers to come up with a fair agreement in making a business contract with the Producers of Phonograms?

## III. Research Methods

This study uses three major approaches simultaneously: statute approach, case approach, and conceptual approach . This study uses statute approach because most of the discussion focused on copyright which is applicable in Indonesia. Meanwhile, the case approach is also used in this research because most of the discussion of Chapter IV and Chapter V refers primarily to the Supreme Court Decree of the Republic of Indonesia No.018K/N/HaKi/2007 on Copyright Disputes between KCI and PT. Telkomsel. Lastly, the study is called conceptual approach because the argument is based on the theories of laws that construct a conceptual framework within this study, namely Natural Theory

The objective of this study is to find answers towards some issues regarded as the focus in this study, among otherthings are:

- (1) Assuring whether Mechanical Rights owned by the Music Recordings prodecurs using analog technology system in the 80s are similarly valid up to digital technology system in recent era within copyright agreement context;
- (2) Scrutinizing the posibility whether there are any opportunities for Composer or musicians in Indonesia to get Economical rights pasca the issuance of the Supreme Court Decree of the Republic of Indonesia No.018K/N/HaKi/2007 on Copyright Disputes between KCI and PT. Telkomsel, of which the song writers do not hold legal standing nor business contract between them and the producer;
- (3) Providing recommendations concerning the preparation from the song writers to come up with a fair agreement in making a business contract with the Producers of Phonograms;

## IV. Discussion

In respect of the three main issues covered in the formulation of the problem, namely: (1) The Mechanical Rights owned by Record Producer, (2) the opportunity for Songwriter to get back economical rights, and (3) the equal stand point of the Songwriter in againts to YKCI and Producers of Phonograms.

#### 4.1 Mechanical Rights Owned by the Producer of Phonograms

A crucial problem regarding Mechanical Rights owned by Producer of Phonograms lies in the light of technology media change of recording, notably from Analog to Digital Systems which becomes a crucial point in business contract between the song writer and the Producer of Phonograms.

Copyright constitutes an element of Intellectual Property Rights (HKI) which tends to be dynamic. Scope of copy rights protection has sustainably changed along with the technology development. One interesting phenomenon in the area of copy rights arising from technological change a great deal relates to the Mechanical Rights attached to the Producer of phonograms. In common, Mechanical Rights has been set out by Act 19 of 2002 on Copyright in Article 1 Paragraph 11 and Article 49 Paragraph 2 as follows:

Article 1, paragraph 11 of Law No. 19 Year 2002 on Copyright

“Producer of Phonogram shall mean a person or legal corporate body that first records and has the responsibility to conduct the recording of sounds or voices, both the recording from a performance and from other of sounds or voices.”

And Article 49 paragraph 2 of Law 19 of 2002 on Copyright

“Producer of Phonogram shall have the exclusive right to give consent or to prevent any other person who without his consent reproduces and / or rents phonographic works or soundrecording.”

Despite the fact that Copyright Act of Indonesia has regulated the Mechanical Rights, yet it remains insufficient even up today. Hence, legal issues in the sense of song writer which relates to the recording technology in the music industry evidently occur quite often. In practice, the problems concerning with the song writing mostly encountered by a number of song writers when putting their work into commercial purposes, mainly, in respect of business contract between the song writers and the producers of phonograms signed in 1980's. As previously noted, a crucial point in the aforementioned contract is primarily due to their misunderstanding on mechanical rights, especially technology development of label industry from analog to digital system which brings impact on legal dispute between the song writers and the producers of phonograms regarding mechanical rights. Obviously seen, the focus of this study simply leads us back to the problem formulation as follows: are Mechanical Rights owned by the Music Recordings Producers using analog technology system automatically valid for its copyright ownership up to the change of digital technology system within copyright agreement context?; And if the flat payment system upon signing of duplication or multiplication of song writing applies only to media with a certain technology systems used at the time of the agreement was made, and excludes certain other technology systems which unfound yet nor unstated yet in the agreement when the business contract made?

Sulityo Budi (2012) explains that the right terminology of Mechanical Rights is commonly misunderstood by some societies in Indonesia. To get a deeper understanding on Mechanical Rights, for instance, it might be overseen to the cases occurred in the past between Bimbo as Songwriter and his Producers of Phonograms PT. Remaco. The respective dispute was legally won by PT. Remaco as Producers of Phonograms. When the agreement was made between two contracting parties, namely: (1) Songwriter Bimbo: and (2) Record Companies and Labels PT. Remaco, in which PT. Remaco utilized the recording process using Analog technology System. At that time the majority of society has not completely noticed the availability of legal rights for a song writer what so-called Sound Recording Rights which are applied toward Producers of Phonograms through a licensing agreement within the term of 50 (fifty) years. Having the condition above, the song writers are highly advisable to take into account the cost and benefit clause in the agreement point in pursuant to anticipating technology changes in the future as the legal protection towards song copyright.

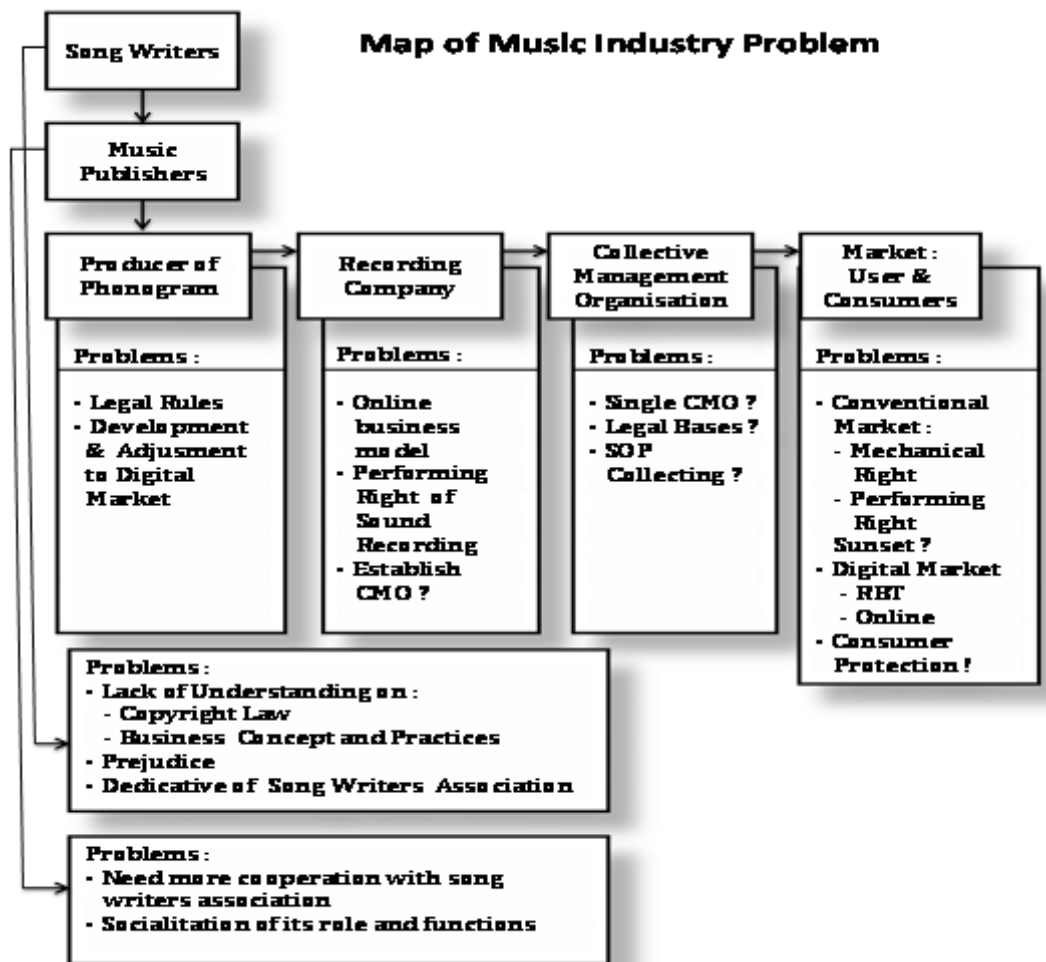
Regarding the protection duration of recording for 50 (fifty) years, the researcher will scrutinize it in depth study with the informants in this research about the possibility of amendment towards the duration protection of song writers protection.

Soelistyo Budi (2012) as one of the informants in this study asserted that we should always bear our mind that Indonesia has, indeed, ratified the Bern Convention. Hence, what universally has been applicable to all members all over the world, similarly applies to Indonesia as one of the member states that has ratified it as well. Thus, the problem of ownership duration for a maximum term of 50 (fifty) years of the Sound Recording Rights owned by the Producers of Phonograms and label as a licensee, cannot be 'inviolable'.

According to the author's analysis, the point is when Indonesia has ratified the Bern Convention, it thus automatically constitutes a legal provision of law referred to by the TRIPS Agreement, which requires contracting parties to provide 50 years of protection for producers. As stated in the WTO agreements which some excerpts are as follows:

Standards in respect of each of the main areas of intellectual property covered by the TRIPS Agreement, the Agreement sets out the minimum standards of protection to be provided by each Member. Each of the main elements of protection is defined, namely the subject-matter to be protected, the rights to be conferred and permissible exceptions to those rights, and the minimum duration of protection. The Agreement sets these standards by requiring, first, that the substantive obligations of the main conventions of the WIPO, the Paris Convention for the Protection of Industrial Property (Paris Convention) and the Berne Convention for the Protection of Literary and Artistic Works (Berne Convention) in their most recent versions must be complied with. With the exception of the provisions of the Berne Convention on moral rights, all the main substantive provisions of these conventions are incorporated by reference and thus become obligations under the TRIPS Agreement between TRIPS Member countries. The relevant provisions are to be found in Articles 2.1 and 9.1 of the TRIPS Agreement, which relate, respectively, to the Paris Convention and to the Berne Convention. Secondly, the TRIPS Agreement adds a substantial number of additional obligations on matters where the pre-existing conventions are silent or were seen as being inadequate. The TRIPS Agreement is thus sometimes referred to as a Berne and Paris-plus agreement.

Additionally, Soelistyo Budi (2012) further points out the crucial issue dealing with the Map of Music Industry Problem in Indonesia which is uncovered yet within the entire clauses of Act 19 of 2002 on Copyright, as sum up in the following illustration in Table 1:



*Figure 1. Map of Music Industry Problems*

**Table 1.** The Distinction of the Core Task and Function between YKCI (Yayasan Karya Cipta Indonesia) and WAMI (Wahana Musik Indonesia)

YKCI	WAMI
structure <i>direct to the author</i>	Secara structure <i>in-direct to the author</i> , because a creation in the form of berupa <i>Sound Recorded</i>
Hak Cipta atas Ciptaan lagu <i>as it is</i>	Hak Cipta atas Ciptaan lagu, yang dimaksudkan adalah yang telah berproses ke dalam industri rekaman lagu dan music
Hak Cipta atas Ciptaan lagu <i>as it is</i> , memiliki elemen, yaitu: (1) Hak Ekonomi atau <i>Economic Rights</i> ; dan (2) Hak Moral	Hak Cipta atas Ciptaan lagu yang telah berproses ke dalam industri rekaman lagu dan musik, memiliki Hak Rekaman Suara

atau <i>Moral Rights</i>	atau <i>Sound Recording Rights</i>
Elemen Hak Ekonomi atau <i>Economic Rights</i> dari <u>Hak Cipta atas Ciptaan lagu <i>as it is</i></u> , masih memiliki sub-elemen, yaitu: (1) Hak Reproduksi atau <i>Mechanical Rights</i> ; dan (2) Hak Mengumumkan atau <i>Performing Rights</i>	Elemen Hak Ekonomi atau <i>Economic Rights</i> dari <u>Hak Cipta atas Ciptaan lagu Karya Rekaman Suara atau <i>Sound Recorded</i></u> , masih memiliki <i>sub</i> -elemen, yaitu: (1) Hak Reproduksi atau <i>Mechanical Rights</i> ; dan (2) Hak Mengumumkan atau <i>Performing Rights</i>
Secara structure <i>direct to the author</i>	Secara structure <i>in-direct to the author</i> , because a creation in the form of berupa <i>Sound Recorded</i>

Source: Sulistyو Budi (2012) and modified by the Researcher

#### 4.2 Opportunity for Song Writers or Indonesian Composer to Regain Its Economical Rights

The case occurred between YKCI and PT. Telkomsel should be taken as an experience or learning for all of us in Indonesia towards a deeper understanding on the possible effect for song writers to be able to take benefit of economical rights on his recorded work in digital technology era.

The court's verdict emphasizing that a change in any media as the effect of technology advancement will not immediately affect the law of rights transfer. Despite the impact of the verdict above gives the worst reality for the song writers considering the fact that the applicable duration for rights protection concerning Neighboring Rights towards record label, makes economical rights from the songs owned by song writers and their heirs after (50 fifty) years awaiting. Afterwards, their economical rights from the song they created will be finally obtained back as well as possibly forwarded to their heirs.

Honestly speaking, this condition might lead to new understanding that the chance to generate economic values through intensifying a recording manufacture remains possible. Thus, through a new arrangement (if possible with a new Singer) at other different record labels on the basis of natural moral rights attached to the song writers. For instance, additional result from in-depth interview, during his lifetime a Singer cum song writer, Ikgang Fawzi, no longer takes the benefit of economical rights immediately on what he gained in his golden era of 80s, just like when his producer, Mr. Jackson from Jackson Record, is still alive. In fact, the society remarkably recognize that the hit songs of Ikgang Fawzi are mostly found in a number of premises such as restaurants, hotels, even some karaoke companies which have generated economic values to those who "control" economical rights of the respective song creation.

The advantage obtained by the controlling parties on economical rights is definitely wide for their position on mechanical rights attached to a production of sound recording, as well as attached to other rights afterwards e.i., Performing Rights. Moreover, Sulistyو Budi (2012) points out that in sell-purchase agreement of song creation also includes the hand over license rights whose coverage is catered in the agreement terms as jointly agreed. Within the terms and condition of receipt for license rights including the eligible permission to: (1) sing; (2) broadcast; (3) play; (4) perform a song creation, but with few time limits as detailed below:

1. The eligible permission is only limited to a premise managed by the recipient;
2. An approval is only limited to carry out performing activity, excluding the transfer rights on;
  - a. Copyright of All sound recordings;
  - b. Right to reproduce the works;
  - c. Moral rights of the creator;
  - d. All rights excluding performing rights on creation or copy rights holder;
3. An approval is solely used by licensee in several mode of performing rights, which is limited to song employment as follows;
  - a. Music (background)
    - A music by the licensee to provide comfort to the visitors;
  - b. Live music
    - A music played by an individual or group immediately or alive in front of visitors;
  - c. Discotheque
    - A music to accompany the dance at the show/ venue ;
  - d. Karaoke
    - A music performed without singers, as a melody trigger, intended to serve musical accompaniment for everyone to sing;
  - e. Video and (Cinema) Films

Performing or broadcasting television show of film, or laser-disc containing music. That is to announce the broadcast television or film, or laser-disc containing music.

Considering the very wide scope on Economical rights and its potential to provide economic benefits to the parties, for both Songwriter and Producer and Record Label in today's digital era, as well as questions related to the Songwriter opportunity to re-file legal action against the Supreme Court Decree of the Republic of Indonesia which long has been issued, for our learning purposes related to the existence of Law 19 of 2002 on Copyright and to the song writers attempting to get back some of their economical rights, despite the legal provision of Bern Convention restricts opportunities for Songwriter on the rule of law ratified by Indonesia and the chance to win is slightly possible or even impossible, thus, according to researcher it is advisable to take a Case Review. Noticing that as an institution 'is not value-free', including the Supreme Court possibly committed mistakes on error objecto. So that, occasionally making correction is somewhat required. Through the case review, the Supreme Court decree of the Republic of Indonesia as a claim for error in objecto. The main reason is that we found the the Supreme Court decree of the Republic of Indonesia No. 018K/N/HaKI/2007 seems to be anomalous. Beginning with the title used of "HaKI" is instead of "HKI". In fact, the use of HKI has been nationally agreed since the Decree of the Minister of Law and Legislation of the Republic of Indonesia No.M.03.PR.07.10 of 2000 that the term referred to without using the word "atas". Consequently, HKI is deemed as the terminology jointly agreed, and HaKI has been removed for seven years at the time of the decree issued . Yet, the terminology used is still using HaKI and not HKI.

Through in-depth interviews conducted to the informant, Soelistyo Budi (2012), he agreed and endorsed the results obtained in the studies, notably in relation to foresight aspects of linguistic accuracy towards the use of HaKI on HKI as less alertness of the judge team the Supreme Court of the Republic of Indonesia in making decree title, commonly referred to as the error in objecto. Thus, once it is committed by the state officials, in this case, the Supreme Court of the Republic of Indonesia, legal action through case review should be made.



### 4.3 The attitude of the Composer and their Producer of Phonograms and YKCI

Based on the observation and research results conducted by the researcher, in some cases among the song writers, whose debut took place in the 80's, made a deal with other parties, many of which are not under contract or written agreement, yet only based on: (1) tacit agreement, and (2) receipt of honorarium, or (3) a bonus for song typically conferred in the form of four-wheeled vehicles with the amount partially determined by the producers of certain record labels. Even the worst, most of them never keep the agreement copy with them.

For example, what is found in the contract between the Singer cum Songwriter Ikang Fawzi (Drs. Zulfikar Ahmad Fawzi, MBA) with Jackson Record in 1985's. According to information from in-depth interviews, it reveals that, even though the song "Preman" was rocketed to fame and was given a bonus for two years respectively; four-wheeled vehicles and BASF Award for European tour for two people as a share to the best song writer and rocker in 1986 and tour reward to Latin America in 1987. Yet, when Record Producer of Jackson passed a way and put a master recording as a warranty on debt case to one of Buddhist foundations which finally it was transferred to the Musica Records. As an impact, pasca the Record Producer of Jackson's death, the singer cum Composer Ikang Fawzi no longer proportionally gained Economical benefit on his work, in spite of his songs performed any where throughout Indonesia. Based on one of the experiences above, the researcher argues that composers should have the stand points when preparing themselves, mainly in understanding rights and obligations, prior to making a business contract in term of transfer license with the Record labels.

Another example, similarly the case occurred to the late singer Gito Rollies when he sang and recorded the songs of Ikang Fawzi titled "Permata Hitam" which was used by PT. Virgo Putra Film as the sound track of the movie "Ku lihat cinta dimatanya" with the script director Bobby Sandy produced in the 1980's. Then it was re-manufactured on behalf of the Records Black Board in the 1990s.

Based on the explanation above, there seems to be no written business contract between Ikang Fawzi and Gito Rollies. In this regard, Ikang Fawzi most likely considered it as personal relationship instead of business contract, of which he was completely proud because his musical work "Permata Hitam" was performed by a senior Indonesian rocker, Gito Rollies whose great name was obvious. Even up to present, the aforementioned song is still broadly performed at many Karaoke premises including its pirated VCD which remains catered all over Indonesia.

However, from the condition above, it is simply said that the composer, Ikang Fawzi, obtained neither Economical Rights nor Moral Rights.

Additionally, in some other cases in the context of Moral Rights as what occurred in "The Happy Puppies" Karaoke based in Tangsel-Banten, fortunately close to the researcher's residence, and in certain Instant Karaoke either multiplied or single booth, where moral infringement committed by Record Producer who basically has economical rights within the duration of 50 years as noted in the Bern Convention and the TRIPS Agreement ratified by Indonesia.

Learning from experience and 'mistakes' of the past, as a Songwriter cum property businessman who studied strategic management sciences, Drs. Ikang Fawzi, MBA now in the era of Digital Systems has made a breakthrough over 'legal impasse' that occurs through market breakthrough. The technique used is through re-arranging songs of his creation sung by another singer with the top Indonesian Record Companies. One of the breakthrough in 2013, such as the song "Preman" with another rock singer performed by Andi Rif with the Record Companies PT. Sony Music Entertainment Indonesia.

## V. Conclusion

Finally, the writer comes up with some strategic suggestions for the future of Songwriters to do several things so that they are able to take proportional Economical rights, among otherthings are:

- (1) Avoiding a working agreement pertaining to a license of song creation without binding it into written contract at all, either with a record producer or a label or with other singers;
- (2) Seeking to obtain impartial contract agreement with the Producers of Phonograms. Particularly, in relation to the applicable contract term and to include clauses into the agreement, namely: "that in case of other interested party who shall reproduce with different arrangement by the other producers of phonograms and with other singers should be conferred a license without any red tape...etc." It is done so, considering that song writers have Moral Rights on his song creation stated as copy right so that it is expected to provide the economic values which immediately work as a money machine;
- (3) Calculating carefully regarding the applicable term of the contract of 50 (fifty) years duration according to the Bern Convention as to be included into the the agreement clauses. Thus, composers are to be more alert in engaged in business contract by exluding dictum in clause" with life-time period" ;
- (4) Overseeing some of the new terminologies rarely used in the past. Such as "prepaid royalty" and all the logical consequences of mathematical calculations which are attached to;
- (5) Keeping a good work creatively to replicate the work of song creation into different arrangements. Even if possible sung by a different singer at different labels as well;
- (6) Registering to the Directorate General of Intellectual Property Rights for the entire song Creations produced by Songwriters as an anticipation of legal protection on the possible claims from other parties;
- (7) The Songwriters attitude towards YKCI (collecting society) as the royalties collector:
  - (a) Encouraging harmonization among collecting societies to cope with the overlapping within the equivalent inter-institutions. Concerning this, there are two major ways which might be made:

Firstly, centralizing the authority of collecting societies: by merging various existing collecting societies into a uni organization. Institutionally, the position of collecting societies should take as a part of government institution, and hirarchically, it may refer to the Directorate General of Intellectual Property Rights, mainly to the Sub-directorate: (i) Administrative and Technical Services, (ii) Directorate of Copyright (iii) Industrial Design, (iv) Integrated Design Circuits, and (v) Trade Secret, including establishing branch offices in each region or other administrative areas throughout Indonesia;

Secondly, distributing and restricting the authority for collecting societies (delegation of authority) as non-government organization as what recently found, yet it needs to set out a clear job description" for each. For instance, Performing Rights are elligiably authorized for the payment of royalties to YKCI, or Mechanical Rights for other collecting societets that handle the rights concerned.

Each institution has the right to establish representative offices in certain regions. Therefore, either the centralized authority or delegation of authority remains requires a legitimate rule of the government. Thus, it is supposed to be attempted considering that Act 19 of 2002 regarding Copyright of which no article explaining "position" of the collecting

societies who shall be expected to establish a transparent system of royalty collection and accountability;

- (8) Encouraging the revision of the Law no. 19 of 2002 regarding Copyright with the addition of regulation, such as the:
  - (a) status, duties, and responsibilities of the collecting society in Indonesia, particularly YKCI so that the position and authority in the collection of royalties on song Copyright is legally recognized;
  - (b) Definition, determination of rates, as well as the revised mechanisms of royalty collection;
  - (c) The mechanism of royalties distribution among royalty collectors agency as collecting societies, Songwriter and / or Copyright holders, as well as a singer as performer and Producers of Phonograms and broadcasters in dealing with Neighboring Rights must be clarified;
- (9) Encouraging the advancement of collaboration among collecting societies with central, local, and private agencies in Copyright socialization particularly Copyright on song creation, which was executed continuously for all society layers so that dissemination of information might sustainably take place as well as raising the awareness on the importance of Copyright protection broadly, integratedly, and sustainably.

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