

**LICENSE AGREEMENT BETWEEN RECORD PRODUCER AND MUSIC
AGGREGATOR (STUDY ON FRM MUSIK)**

THESIS

BY ALFINA RAHMANIA LATIF

SIN 200202110040



SHARIA ECONOMIC LAW DEPARTMENT

SHARIA FACULTY

STATE ISLAMIC UNIVERSITY MAULANA MALIK IBRAHIM

MALANG

2024

**LICENSE AGREEMENT BETWEEN RECORD PRODUCER AND MUSIC
AGGREGATOR (STUDY ON FRM MUSIK)**

THESIS

BY ALFINA RAHMANIA LATIF

SIN 200202110040



SHARIA ECONOMIC LAW DEPARTMENT

SHARIA FACULTY

STATE ISLAMIC UNIVERSITY MAULANA MALIK IBRAHIM

MALANG

2024

STATEMENT OF THE AUNTENTICITY

In the name of Allah,

With consciousness and responsibility toward the development of science, the writer declares that thesis entitled:

LICENSE AGREEMENT BETWEEN RECORD PRODUCER AND MUSIC AGGREGATOR (STUDY ON FRM MUSIK)

Is truly writer's original work which can be legally justified. If this thesis is proven result of duplication or plagiarism from another scientific work, it as precondition of degree will be stated legally invalid.

Malang, May 27, 2024



Writer

Alfina Rahmania Latif
SIN 200202110040

APPROVAL SHEET

After reading and correcting thesis of Alfina Rahmania Latif, Student Identity Number 200202110040, Sharia Economic Law Department, Sharia Faculty of The State Islamic University Maulana Malik Ibrahim of Malang entitled:

LICENSE AGREEMENT BETWEEN RECORD PRODUCER AND MUSIC AGGREGATOR (STUDY ON FRM MUSIK)

The supervisor stated that this thesis has met the scientific requirements to be proposed and to be examined on the Assembly Board of Examiners.

Acknowledged by,

The Head Department of
Sharia Economic Law



Dr. Fakhruddin, M.H.I.
NIP. 197408192000031002











Malang, May 27, 2024
Supervisor Thesis,



Dr. Khoirul Hidayah, S.H., M.H.
NIP 197805242009122003

CONSULTATION PROOF

Name : Alfina Rahmania Latif
Student Number : 200202110040
Department : Sharia Economic Law
Supervisor : Dr. Khoirul Hidayah, S.H., M.H.
Thesis Title : License Agreement Between Record Producer and Music
Aggregator (Study On FRM Musik)

No.	Day/Date	Subject of Consultation	Signature
1	Friday/October 20, 2023	Proposal	
2	Wednesday/November 1, 2023	Proposal Revision	
3	Friday/November 3, 2023	ACC Proposal	
4	Tuesday/February 6, 2024	Revision of Chapter I-III	
5	Monday/March 4, 2024	Revision of Chapter III	
6	Friday/March 22, 2024	Revision of Chapter III	
7	Monday/April 1, 2024	Revision of Chapter IV	
8	Friday/April 5, 2024	Revision of Chapter IV	
9	Monday/May 14, 2024	Revision of Chapter V	
10	Wednesday/May 21, 2024	ACC Thesis	

Malang, May 27, 2024
Acknowledged by:
Head Department of Sharia
Economic Law



Dr. Fakhruddin, M.H.I.
NIP. 197408192000031002

LEGITIMATION SHEET

The Assembly Board of Thesis Examiners of Alfina Rahmania Latif (SIN 200202110040), student of Sharia Economic Law Department, Sharia Faculty of The State Islamic University Maulana Malik Ibrahim of Malang entitled:

LICENSE AGREEMENT BETWEEN RECORD PRODUCER AND MUSIC AGGREGATOR (STUDY ON FRM MUSIK)

Has been certified to pass in examination Friday, June 13, 2024

Board of Examiners:


1. Dr. Musataklima., M.SI.
NIP. 198304202023211012


Chairman

2. Dr. Khoirul Hidayah., M.H.
NIP. 197805242009122003

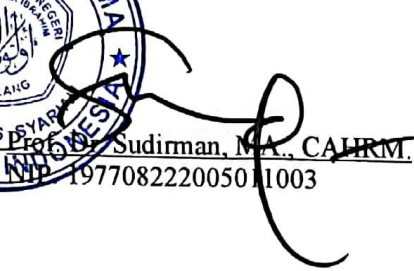

Secretary

3. Dr. H. Noer Yasin., M.HI.
NIP. 196111182000031001


Main Examiner

Malang, 18 Juni 2024




Prof. Dr. Sudirman, M.A., CAHRM.
NIP. 197708222005011003

MOTTO AND DEDICATION

MOTTO

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

“O believers! Honour your obligation.” - Surah Al-Maidah, verse 1

DEDICATION

This Thesis is dedicated to:

My beloved Mom and Dad, Endang Iswati and M. Nasrodin Latif

And my sisters Aisyah Amalia Latif and Mufida Yasmin Latif

ACKNOWLEDGMENT

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Alhamdulillah rabbil'alamin, have given His rahmat and servan ,so we can finish this thesis entitled “**License Agreement Between Record Producer And Music Aggregator (Study on Frm Musik)**”. Peace be Upon into The Rasulallah Prophet Muhammad SAW who has taught us guidance (*uswatun hasanah*) to do activity correctly in our life. By following Him, may we belong to those who believe and get their intercession on the last day of the end. Amien. From all the teaching, advice, guidance, and helps of service for us to finish this thesis, then with all humility the writer will expresses the gratitude which is unequaled to:

1. Prof. Dr. H. M. Zainuddin, M. A., as the Rector of State Islamic University Maulana Malik Ibrahim Malang;
2. Prof. Dr. Sudirman, M. A., as the Dean of the Faculty of Sharia, State Islamic University Maulana Malik Ibrahim Malang;
3. Dr. Fakhruddin, M. HI, as the Chairman of the Sharia Economic Law Study Program at State Islamic University Maulana Malik Ibrahim Malang;
4. Dr. Khoirul Hidaayah, S.H., M.H., as supervisor lecturer of the writer during her study at Sharia Economic Law Department of Syariah Faculty of The State Islamic University Maulana Malik Ibrahim of Malang;
5. The Lectures who have supported me to compose this thesis;
6. Staff of Syariah Faculty of The State Islamic University Maulana Malik Ibrahim of Malang;

7. My beloved Mom and Dad, and my sisters, who has patiently given valuable support, spirit, chance and encouragement;
8. Fandi Firdaus of FRM Musik, for the willingness and cooperarion as the respondent in the research who have given his permission and help in conducting this research;
9. Finally, I would like to thank all my friends in Sharia Economic Law Dept of Syariah Faculty of UIN Malang, especially Ari Yanti, Yuanggi Nur, Mar'atus Sholihah and to my roomie E1 of Al-Azkiya that always support, encourage and assist me in doing this thesis. I also never forget to thank to my An-Naqiyya friend for their attention, help, and support. May Allahu ta'ala bless them all, amin.

With the completion of this thesis report, the hope that knowledge which we have gained during our studies can provide the benefits of life in the world and the hereafter. As a human who has never escaped fault, the author is very hopeful for the forgiveness, criticism and suggestions from all parties for future improvement efforts.

Malang, May 27, 2024
Writer,



Alfina Rahmania Latif
SIN 200202110040

TRANSLITERATION GUIDENCE

In writing scientific papers, the use of foreign terms is often inevitable. In general, according to the General Guidelines for Indonesian Spelling, foreign words are written (printed) in italics. In the context of Arabic, there are special transliteration guidelines that apply internationally. The following table presents the transliteration guidelines as a reference for writing scientific papers. Arabic-Indonesian transliteration of the Faculty of Sharia UIN Maulana Malik Ibrahim Malang is guided by the Library of Congress (LC) model of the United States as follows:

Arabic	Indonesian	Arabic	Indonesian
ا	`	ط	t
ب	b	ظ	z
ت	t	ع	'
ث	th	غ	gh
ج	j	ف	f
ح	h	ق	q
خ	kh	ك	k
د	d	ل	l
ذ	dh	م	m
ر	r	ن	n
ز	z	و	w
س	s	ه	h
ش	sh	ء	'
ص	ṣ	ي	y
ض	ḍ		

To show the long live sound (*madd*), then the method is to write a horizontal scribble above the letter, such as ā, ī dan ū. (أ, ي, و). Arabic double vowels are transliterated by combining two letters “ay” and “aw” such as *layyinah*, *lawwā mah*. Words ending in *tā'marbūtah* and functioning as adjectives or *mud af ilayh* are transliterated with "ah", while those functioning as *mud af* are transliterated with "at".

TABLE OF CONTENT

STATEMENT OF THE AUNTENTICITY	ii
APPROVAL SHEET	iii
CONSULTATION PROOF	iv
LEGITIMATION SHEET	v
MOTTO AND DEDICATION	vi
ACKNOWLEDGMENT	vii
TRANSLITERATION GUIDENCE	ix
TABLE OF CONTENT	xi
TABLES	xiv
APPENDIXES	xv
ABSTRACT	xvi
ABSTRAK	xvii
المستخلص	xviii
CHAPTER I INTRODUCTION.....	1
A. Background	1
B. Statement of Problems.....	5
C. Objective of Research	5
D. Benefit of Research	6
E. Operational Definitions	7
F. Systematization of Discussion	9
CHAPTER II LITERATURE REVIEW	11
A. Previous Research.....	11
B. Theoretical Foundation	17

1. Overview of the Agreement	17
2. Overview of Akad According to Compilation of Sharia Economic Law (KHES).....	23
3. Overview of Music and/or Songs	32
4. Overview of Record Producers	33
5. Overview of Music Aggregators.....	35
CHAPTER III RESEARCH OF RESEARCH.....	37
A. Type of Research	37
B. Research Approach	38
C. Research Location	38
D. Data Type and Source	38
E. Data Collection Methods	39
F. Data Processing Method	40
CHAPTER IV DISCUSSION OF RESEARCH FINDINGS	42
A. Overview of Research Objects	42
B. Practice of License Agreement between Record Producer and Music Aggregator (Study on FRM Musik).....	43
1. Analysis of the License Agreement Between FRM Musik and Music Aggregator in View of Positive Law.....	45
2. Analysis of the License Agreement Between FRM Musik and Music Aggregator Reviewed by the Compilation of Sharia Economic Law	65
CHAPTER V CLOSING	73
A. Conclusion.....	73
B. Suggestions.....	74
BIBLIOGRAPHY	76
APPENDIXES	80

CURRICULUM VITAEError! Bookmark not defined.

TABLES

Table 1: Similarities and Differences From Previous Research

APPENDIXES

Appendix 1 - Interview Questions with Informants

Appendix 2 - Documentation of Interview

ABSTRACT

Alfina Rahmania Latif, 200202110040, **License Agreement Between Record Producer and Music Aggregator (Study On FRM Musik)**, Department of Sharia Economics Law, Faculty of Sharia, State Islamic University (UIN) Maulana Malik Ibrahim Malang, Thesis Supervisor Dr. Khoirul Hidayah, S.H., M.H.

Keyword: Music Aggregator, License Agreement

In the rapidly growing music industry, agreements between record producers and music aggregators mark a vital framework in the distribution and marketing of musical works. Therefore, it is necessary to have a cooperation contract in an agreement to ensure legality. The agreement covers important aspects such as copyrights, licenses, duration of the agreement, revenue sharing, and the obligations and responsibilities of each party, which together form the basis for a successful cooperation amidst the dynamics of the music industry. This research aims to analyze whether the agreement is in accordance with positive law and Islamic law.

This research is a qualitative research. In collecting data, researchers conducted in-depth interviews with Record Producers at FRM Musik and made observations related to documents related to the agreement between music aggregators and FRM Musik. After obtaining the necessary data, the author processes it qualitatively by analyzing the legislation related to the agreement, including the Copyright Law, ITE Law, and the Compilation of Sharia Economic Law. From the formal legal analysis, researchers found that this license agreement had been signed electronically by FRM Musik and the Music Aggregator. Judging from ITE Law Article 11, this has fulfilled the conditions mentioned in it so that this agreement is valid and legally binding.

In terms of the Copyright Law, this license agreement was made to distribute works owned by FRM Musik, in which the economic rights and moral rights of the creator have been regulated. In analyzing the license agreement based on KHES, researchers focus on the principle of contract and the type of contract in this license agreement. Of the five types of contract principles that researchers do, this license agreement has fulfilled them, namely the principle of voluntariness, the principle of trust, the principle of mutual benefit, the principle of equality, and the principle of transparency. In terms of the type of contract, this license agreement is included in the mudharabah contract. With these results, the researcher concludes that (1) The agreement between FRM Musik and music aggregators reviewed according to positive law has fulfilled all applicable legal elements. (2) The agreement between FRM Musik and music aggregators reviewed according to Islamic law has fulfilled the principles of muamalah contracts, including the principle of voluntariness, the principle of trust, the principle of mutual benefit, the principle of equality, and the principle of transparency, and fulfills the ijarah contract.

ABSTRAK

Alfina Rahmania Latif, 200202110040, Perjanjian Lisensi Antara Produser Rekaman dan Agregator Musik (Studi Pada FRM Musik), Jurusan Hukum Ekonomi Syariah, Fakultas Syariah, Universitas Islam Negeri (UIN) Maulana Malik Ibrahim Malang, Pembimbing Dr. Khoirul Hidayah, S.H., M.H.

Kata Kunci: Agregator Musik, Perjanjian Lisensi

Dalam industri musik yang berkembang pesat, perjanjian antara produser rekaman dan agregator musik menandai kerangka kerja yang vital dalam distribusi dan pemasaran karya musik. Oleh sebab itu, perlu adanya kontrak kerjasama dalam sebuah perjanjian agar terjamin legalitasnya. Perjanjian tersebut mencakup aspek penting seperti hak cipta, lisensi, durasi perjanjian, pembagian pendapatan, serta kewajiban dan tanggung jawab masing-masing pihak, yang secara bersama-sama membentuk dasar bagi kerjasama yang sukses di tengah dinamika industri musik. Penelitian ini bertujuan untuk menganalisis apakah perjanjian tersebut sudah sesuai dengan hukum positif dan hukum Islam.

Penelitian ini adalah penelitian kualitatif. Dalam pengumpulan data, peneliti melakukan wawancara secara mendalam dengan Produser Rekaman pada FRM Musik dan melakukan pengamatan terkait dokumen-dokumen yang berhubungan dengan perjanjian antara agregator musik dan FRM Musik. Setelah mendapatkan data yang diperlukan, penulis mengolahnya secara kualitatif dengan menganalisis perundang-undangan terkait perjanjian tersebut, antara lain Undang-Undang Hak Cipta, Undang-Undang ITE, serta Kompilasi Hukum Ekonomi Syariah. Dari analisis hukum formal, peneliti menemukan bahwa perjanjian lisensi ini telah ditandatangani secara elektronik oleh FRM Musik dan Agregator Musik. Ditinjau dari UU ITE Pasal 11, hal ini telah memenuhi syarat yang disebutkan di dalamnya sehingga perjanjian ini sah dan mengikat secara hukum.

Ditinjau dari segi UU Hak Cipta, perjanjian lisensi ini dibuat untuk mendistribusikan karya milik FRM Musik, yang di dalamnya telah diatur mengenai hak ekonomi dan hak moral pencipta. Dalam menganalisis perjanjian lisensi berdasarkan KHES, peneliti memfokuskan pada asas akad dan jenis akad dalam perjanjian lisensi ini. Dari lima jenis asas akad yang peneliti lakukan, perjanjian lisensi ini telah memenuhinya, yaitu asas sukarela, asas amanah, asas saling menguntungkan, asas kesetaraan, dan asas transparansi. Ditinjau dari jenis akadnya, perjanjian lisensi ini termasuk dalam akad mudharabah. Dengan hasil tersebut, peneliti menyimpulkan bahwa (1) Perjanjian antara FRM Musik dan Agregator musik ditinjau menurut hukum positif telah memenuhi semua unsur hukum yang berlaku. (2) Perjanjian antara FRM Musik dan Agregator musik ditinjau menurut hukum Islam telah memenuhi asas akad muamalah, antara lain asas sukarela, asas amanah, asas saling menguntungkan, asas kesetaraan, dan asas transparansi, serta memenuhi akad ijarah.

المستخلص

الفينا رحمانية لطيف، 200202110040، اتفاقية الترخيص بين منتجي الأسطوانات وشركات تجميع الموسيقى (دراسة عن FRM Musik)، قسم القانون الاقتصادي الشرعي، كلية الشريعة، جامعة الإسلامية الحكومية (UIN) مولانا مالك إبراهيم مالانج، الأستاذة المشرفة الدكتور خير الهداية، S.H.، M.H.

كلمات مفتاحية: شركات تجميع الموسيقى، اتفاقيات الترخيص

في صناعة الموسيقى سريعة النمو، تمثل الاتفاقيات بين منتجي التسجيلات ومجمعي الموسيقى إطاراً حيويًا في توزيع وتسويق الأعمال الموسيقية. لذلك، من الضروري وجود عقد تعاون في الاتفاقية لضمان قانونية الاتفاقية. ويغطي الاتفاق جوانب مهمة مثل حقوق النشر والتراخيص ومدة الاتفاق وتقاسم الإيرادات والتزامات ومسؤوليات كل طرف، والتي تشكل معًا أساسًا لتعاون ناجح في ظل ديناميكيات صناعة الموسيقى. تهدف هذه الدراسة إلى تحليل ما إذا كانت الاتفاقية متوافقة مع القانون الوضعي والشريعة الإسلامية.

هذا البحث هو بحث نوعي. وعند جمع البيانات، أجرى الباحثون مقابلات متعمقة مع منتجي التسجيلات في شركة FRM Musik، كما قاموا بملاحظات تتعلق بالوثائق المتعلقة بالاتفاقية بين مجمعي الموسيقى وشركة FRM Musik. بعد الحصول على البيانات اللازمة، قام المؤلف بمعالجتها من الناحية النوعية من خلال تحليل التشريعات المتعلقة بالاتفاقية، بما في ذلك قانون حقوق الطبع والنشر وقانون تكنولوجيا المعلومات والاتصالات وقانون الاقتصاد الشرعي. من التحليل القانوني الرسمي، وجد الباحثون أن اتفاقية الترخيص هذه قد تم توقيعها إلكترونيًا من قبل شركة FRM Musik وشركة تجميع الموسيقى. ومن حيث المادة 11 من قانون حقوق الملكية الفكرية فإن هذا قد استوفى الشروط المنصوص عليها فيه بحيث تكون هذه الاتفاقية سارية وملزمة قانوناً.

من حيث قانون حقوق الطبع والنشر، تم عقد اتفاقية الترخيص هذه لتوزيع المصنفات المملوكة لشركة FRM Musik، والتي تنظم الحقوق الاقتصادية والحقوق المعنوية للمبدع. ويركز الباحثون في تحليل اتفاقية الترخيص على مبادئ العقد وأنواع العقود في اتفاقية الترخيص هذه، وذلك من خلال تحليل اتفاقية الترخيص هذه. وقد استوفت اتفاقية الترخيص هذه خمسة أنواع من مبادئ العقد التي أجازها

الباحثون، وهي مبدأ الطوعية، ومبدأ الثقة، ومبدأ المنفعة المتبادلة، ومبدأ المساواة، ومبدأ الشفافية. ومن حيث نوع العقد، فإن عقد الترخيص هذا يندرج ضمن عقد المضاربة. وبهذه النتائج، يخلص الباحث إلى أن (1) الاتفاقية بين شركة FRM Musik ومجمعي الموسيقى التي تمت مراجعتها وفقاً للقانون الوضعي قد استوفت جميع العناصر القانونية المعمول بها. (2) استوفى الاتفاق بين شركة FRM Musik وشركات تجميع الموسيقى التي تمت مراجعتها وفقاً للشريعة الإسلامية مبادئ عقود المعاملة، بما في ذلك مبدأ الطوعية، ومبدأ الثقة، ومبدأ المنفعة المتبادلة، ومبدأ المساواة، ومبدأ الشفافية، واستوفى عقد الإجارة .

CHAPTER I

INTRODUCTION

A. Background

The internet has covered various human areas. These areas include health, education, advertising, and entertainment. Its benefits are clear as it has become a major means of communication. The internet meets the global need for faster, efficient, and economical communication, as well as advanced information. However, the internet also brings certain impacts and problems. One significant issue is Intellectual Property Rights (IPR). IPR refers to the legal rights to intellectual property created through human intellectual abilities, such as copyrights and brands, which generate economic value for the creator.¹

Part of intellectual property rights is copyright. Copyright aims to protect human works in art, literature, and science. Copyright is an exclusive right granted to creators to control the use of their work. It includes moral rights and economic rights for the creator, giving them recognition and financial benefits. Law No. 28 of 2014 on Copyright defines copyright in detail, including the right to publish, duplicate, and grant permission regarding the work. Copyright is granted automatically to the creator without prejudice to any existing legal restrictions. Such restrictions are set by applicable laws to ensure protection and fair use.²

¹ Timothy Lindsey, *Hak kekayaan intelektual: suatu pengantar*, Cet. 1 (Bandung: Asian Law Group Pty. Ltd. bekerjasama dengan penerbit P.T. Alumni, 2002), 161.

² Ayup Suran Ningsih and Balqis Hedyati Maharani, "Penegakan Hukum Hak Cipta Terhadap Pembajakan Film Secara Daring," *Jurnal Meta-Yuridis* 2, no. 1 (March 29, 2019): 2, <https://doi.org/10.26877/m-y.v2i1.3440>.

Exclusive rights consist of economic and moral rights. These rights are defined in Article 4 of Law Number 28 Year 2014 on Copyright (HC Law). This law grants exclusive rights to the creator. With this exclusive right, no other party can use the right without the authorization of the creator. Economic rights relate to the financial benefits derived from the work. Meanwhile, moral rights protect the integrity and reputation of the creator. Hence, these two rights ensure that the creator has full control over the use of his/her work.

The creation of music and songs is a type of copyrighted work that illustrates the process of developing a work into a copyrighted work, which requires a long time, dedication, knowledge of the art of music, creative ideas, and financial resources. To create music and songs, it requires feeling, continuous effort, in-depth knowledge of music, creative inspiration, and financial resources³. Therefore, as a form of appreciation for the musical works that have been created, the state recognizes the importance of songwriters and provides legal protection through copyright, which is included in Article 40 of the Copyright Act (UUHC).

The internet, a recent innovation, has revolutionized music distribution. It has significantly aided the growth of the music industry. Songwriters, musicians, and record labels no longer need to rely on physical distribution.⁴

³ Elsa Fitria, "ANALISIS YURIDIS TENTANG PEMBAYARAN ROYALTY PEMEGANG HAK CIPTA KARYA LAGU" (diploma, Universitas Islam Kalimantan MAB, 2022), <http://eprints.uniska-bjm.ac.id/10756/>.

⁴ Gerry Wahyu Dewatara and Sari Monik Agustin, "PEMASARAN MUSIK PADA ERA DIGITAL DIGITALISASI INDUSTRI MUSIK DALAM INDUSTRI 4.0 DI INDONESIA," *WACANA: Jurnal Ilmiah Ilmu Komunikasi* 18, no. 1 (June 28, 2019): 1–10, <https://doi.org/10.32509/wacana.v18i1.729>.

The main advantage is the ability to promote songs online. They can now use social media for wider reach. Additionally, songs can be released on digital music platforms. This shift has made music distribution more efficient and accessible.

In the music industry, digital music media is essential. This includes digital music stores like Apple Music, Deezer, Spotify, Tidal, and Joox. While these platforms are key for distribution, independent musicians often struggle to access them. Music aggregators play a crucial role as mediators. They help musicians distribute their music online to a wide audience. Aggregators also establish relationships with various online music stores globally. This support is vital for independent artists seeking broader exposure.⁵

Music aggregators are companies that distribute music. They allow copyright owners and artists to distribute their music to various digital platforms, such as streaming and downloads. Some well-known music aggregators in Indonesia include Music Blast, Tunecore, IDE Music, and Netrilis. While these aggregators make music distribution easier, they also introduce legal issues. Copyright ownership and licensing are significant concerns. These elements regulate the rights of copyright owners and royalty payments. They also govern the relationships between copyright owners, music aggregators, and distribution platforms.⁶

⁵ Dewatara and Agustin.

⁶ Amanda Febrianthi Soeyatno, "PERLINDUNGAN HAK CIPTA LAGU TERHADAP LAYANAN AGREGATOR MUSIK" (skripsi, Universitas Pembangunan Nasional Veteran Jakarta, 2022), <https://doi.org/10/RIWAYAT%20HIDUP.pdf>.

In the rapidly evolving music industry, agreements are essential. Agreements between record producers and music aggregators provide a vital framework for distribution and marketing. These agreements enable record producers to access the digital market through music aggregators. This facilitates wider and faster distribution to various streaming platforms and online music stores. The agreements cover important aspects such as copyrights, licenses, and the duration of the agreement. They also include revenue sharing and the obligations and responsibilities of each party. Together, these elements form the basis for successful cooperation in the dynamic music industry.

In this study, researchers found that FRM Musik is an active player in the music industry. FRM Musik operates as both a music production company and a recording studio. It serves as a record producer and also creates its own music. Additionally, FRM Musik collaborates with various singers, songwriters, and record producers to produce, record, and distribute music. However, instead of distributing directly, FRM Musik relies on music aggregators to distribute its music to various streaming platforms and digital music stores. Therefore, the agreement between FRM Musik and music aggregators is crucial in this distribution process.

Previous research has highlighted the important role of agreements in the music industry. These agreements are crucial for royalty and copyright sharing between songwriters and music aggregators. However, there has been no specific research examining the agreements between song producers and music

aggregators. Therefore, it is necessary to analyze these agreements in detail. This study focuses on the context of FRM Musik, a music production company and recording studio. By examining FRM Musik's agreements, we can better understand the dynamics of these relationships. This analysis aims to fill the gap in existing research.

This research will focus on analyzing the agreement. The aim is to understand how the rights, obligations, and other terms affect the relationship between FRM Musik, songwriters, and music aggregators. Additionally, this research will identify potential conflicts or inequalities within the agreement. It will seek ways to rectify any issues found. Therefore, the author chose to explore this topic in detail by the title “**License Agreement Between Record Producer and Music Aggregator (Study on FRM Musik)**”.

B. Statement of Problems

The problem raised in this research concerns the following two things:

1. How is the license agreement between FRM Musik and music aggregators reviewed according to Positive Laws?
2. How is the license agreement between FRM Musik and music aggregators reviewed according to Sharia Economic Law Compilation ?

C. Objective of Research

The objectives of this study are as follows:

1. To analyze The agreement between FRM Musik and the music aggregator is reviewed according to Positive Law.

2. To analyze The agreement between FRM Musik and the music aggregator is reviewed according to Compilation of Sharia Economic Law.

D. Benefit of Research

In addition to having the objectives as mentioned above, this research also has benefits, among others:

1. Theoretical benefits

This research has the potential to make a valuable theoretical contribution to the understanding of contract law and copyright in the context of the highly dynamic music industry. By analyzing the agreements between record producers and music aggregators, this research can expand the scope of contract law theory and present specific aspects relevant to the music industry, enriching existing contract law theory with empirical evidence in a practical context. In addition, this research is also able to provide in-depth insight into the application of copyright principles in the digital age, potentially adding to the development of copyright law theory.

2. Practical benefits

This research has very significant practical benefits for stakeholders in the music industry, including record producers, songwriters and music aggregators. The findings of this research can serve as a practical guide to improve and create fairer and more sustainable agreements, allowing the parties involved to create a more transparent and beneficial relationship. In addition, this research also provides clear guidance regarding

copyright, royalty sharing and other contractual rights, and provides powerful tools to protect their interests in the music business. As such, it has a positive impact on the entire music industry ecosystem, providing practical benefits to artists, producers and distribution platforms.

E. Operational Definitions

In order to avoid misunderstanding, in understanding the terms contained in the title of this thesis, it is necessary to clarify the following terms, namely:

In order to avoid double understanding and misunderstanding, in understanding the terms contained in the title of this thesis, it is necessary to clarify the following terms, namely:

1. Analysis

Analysis is an important thinking activity. It involves decomposing the whole into components. The goal is to simplify and facilitate the examination of the problem according to the facts. In the field of law, analysis serves as a tool to evaluate the effectiveness of the legal system. Rigorous analysis identifies weaknesses in the implementation of legal regulations. The results of the analysis help formulate solutions to correct the imperfections of the legal system. It ensures the application of law in accordance with the principles of fairness and effectiveness.

2. Agreement

According to Article 1313 of the Civil Code, "An agreement is an act in which one or more people bind themselves to one or more other people". In short, an agreement is an agreement between two or more

parties who give mutual consent to create a binding legal relationship, be it by creating, changing, or canceling certain rights and obligations in accordance with the provisions stipulated in the law. This agreement is made voluntarily with the aim of creating legal obligations between the parties involved.

3. Record producer

A record producer works in the music industry. His job is to oversee and organize the production and recording process of music artists. Producers are responsible for music production projects. This includes idea generation, selection and choosing songs or musicians. Producers also act as the artists themselves for recording projects. In addition, they control and supervise the entire production process, including recording, mixing and mastering.

4. Music aggregator

Music aggregators are facilitators for online musicians. They help sell music with a wide scope, even internationally. Music aggregators focus on the distribution of works and connect with global online music stores. This distribution is not just about selling songs, but also about packaging the artist and their work as a whole. They connect with social media, artist websites, and smartphone apps. In addition, music aggregators support new or independent musicians who often struggle to get their work out there. They make it easier for musicians to reach a wider audience.

F. Systematization of Discussion

In order for the research conducted to be arranged systematically and easy to understand, the researcher will divide this research into five chapters where each chapter consists of sub-chapters that have an inseparable unity. As can be described as follows:

CHAPTER I, Introduction, In this introduction, it is an introduction for researchers to the purpose of discussing this research, which consists of the background, followed by the formulation of the problem, then regarding the research objectives regarding the direction that will be addressed from the questions posed in the research, the benefits of research, operational definitions, previous research, theoretical framework, and writing systematics.

CHAPTER II, Literature Review, which contains subchapters of previous research and theoretical framework/theoretical basis. Previous research contains several studies that have been conducted by previous researchers that have differences and similarities with research conducted by researchers. As well as a theoretical framework that contains a description of the agreement, music and/or songs, record producers, and music aggregators.

CHAPTER III, Research Methods Research methods that contain the type of research, research approach, research location, data sources both primary and secondary, data collection methods, and finally data processing methods.

CHAPTER IV, Research Results and Discussion, In this chapter are the results found by researchers and the discussion that has been described

regarding the analysis of the agreement that occurred between FRM Musik and related music aggregators. The aim is to answer the problem formulation determined by the author beforehand.

CHAPTER V, Closing, is the last chapter of the discussion of this research, which includes conclusions and suggestions from the research that researchers have done. These conclusions become points and starting points for future suggestions and recommendations regarding further research.

CHAPTER II

LITERATURE REVIEW

A. Previous Research

Previous research is similar research that has been done by other researchers before. The existence of previous research is included to show similarities and differences with the research being conducted. Thus, previous research as a comparison that shows the element of novelty of the current research. The previous studies whose problems are still related to this research are as follows:

1. First, a thesis by Rendy Bagas Pratama Hartono entitled *Potensi Pelanggaran Agregator musik Dalam Pendistribusian Karya Cipta Lagu Pada Platform musik Digital*. The method used in this research is normative juridical research. This legal analysis identifies potential violations by music aggregators in the distribution of song copyrighted works on Indonesia's digital music platform. The research findings reflect the risk of fraud, income inequity, and ambiguity of authority and responsibility of music aggregators. The distribution of song copyrighted works by music aggregators in Indonesia has not been specifically regulated by legislation, with the lack of written agreements between music aggregators and music performers being the main obstacle resulting in unclear authority⁷. The similarity is that both examine the music

⁷ Rendy Bagas Pratama Hartono, "POTENSI PELANGGARAN AGGREGATOR MUSIK DALAM PENDISTRIBUSIAN KARYA CIPTA LAGU PADA PLATFORM MUSIK DIGITAL" (Surakarta, Sebelas Maret University, 2023), <https://digilib.uns.ac.id/dokumen/99208/POTENSI->

aggregator, while the difference is that this paper examines the legal basis of the authority of music aggregators in the distribution of copyrighted works of songs and potential violators while the author examines the agreement between the creator or record producer with the music aggregator.

2. Muhammad Arif and Hartavian entitled *Analisis Perjanjian Kerja Sama Waralaba (Studi Kasus Pelaksanaan Perjanjian Kerja Sama Esque T22 Gejayan)*. The type of research used is normative-empirical research. This research analyzes the ESQUE T22 Gejayan Cooperation Agreement Letter Number: 068/Kemitraan/CEO/ESQUE/KTU/VI/21 based on Franchise Government Regulation No. 42 of 2007 and Franchising Regulation No. 71 of 2019. The results show that the letter of agreement does not constitute a franchise agreement in accordance with Article 2 of the Regulation on Franchising jo. Article 3 of the Franchising Regulation, which emphasizes the right to use the trademark from the franchisor to the franchisee in the franchise business. However, the MoU is still recognized as the basis for cooperation in the "ESQUE" business, which is valid and binding on the parties based on Articles 1320 and 1338 paragraph (1) of the Civil Code, even though it does not meet the criteria as a franchise agreement⁸. The similarity is that both examine cooperation agreements,

PELANGGARAN-AGGREGATOR-MUSIK-DALAM-PENDISTRIBUSIAN-KARYA-CIPTA-LAGU-PADA-PLATFORM-MUSIK-DIGITAL.

⁸ Muhammad Arif Hartavian, "Analisis Perjanjian Kerja Sama Waralaba (Studi Kasus Pelaksanaan Perjanjian Kerja Sama Esque T22 Gejayan)" (Universitas Gadjah Mada, 2023), <https://etd.repository.ugm.ac.id/penelitian/detail/224474>.

while the difference is that this paper examines the agreement at Esque T22 Gejayan while the author examines the agreement between record producers and music aggregators.

3. Amanda Febrianti Soeyatno entitle *Perlindungan Hak Cipta Lagu Terhadap Layanan Agregator Musik*. The research method used in this research is normative juridical research. This research aims to evaluate the application of legal protection provisions to music aggregator users in the context of the Indonesian legal system. The results show that the Copyright Law provides comprehensive protection of copyright, especially in the realm of digital music. Nonetheless, there is a legal void against music aggregators, which are a major contributor to music distribution in the independent industry. This research also identifies various active infringements committed by a number of aggregators in the provision of their services⁹. The similarity is that both studies are related to music aggregators, while the difference is that this paper examines the object of copyright protection of songs while the author examines the agreement between the creator or record producer and the music aggregator.
4. Rinitami Njatrijani entitle *Era Digital Melahirkan Peran Baru, Agregator Musik Dalam Mendistribusikan Karya Cipta Lagu Dan Musik*. This paper uses a normative juridical research approach. This paper evaluates the role of Music Aggregators in the digital distribution of songs.

⁹ Amanda Febrianti Soeyatno, "PERLINDUNGAN HAK CIPTA LAGU TERHADAP LAYANAN AGREGATOR MUSIK."

Based on the literature and research results, it is concluded that the Music Aggregator, although similar to the Collective Management Institution (LMK) in managing royalties, has fundamental differences. Music Aggregators are not limited to the three basic tasks of the LMK, but have broader authority, including disseminating copyrighted works, announcing, duplicating, and managing royalties for online distribution and in digital music stores. Because it has not been regulated in law, Music Aggregators can operate freely, offering services to creators with a profit orientation, in contrast to LMKs which are non-profit entities under the auspices of the state, subject to the law, and accountable to LMKN and the Ministry of Law and Human Rights¹⁰. The similarity is that both examine the music aggregator, while the difference is that this paper the object studied is the role of music aggregators in the distribution of copyrighted works of songs while the author examines the related agreements that occur between the creator or producer of songs with music aggregators.

Table 1: Similarities and differences from previous research

No.	Title	Year	Type	Equation	Difference
1.	<i>Potensi Pelanggaran Agregator musik Dalam Pendistribusian</i>	2023	Thesis	Both examine music aggregators	Examines the legal basis for the authority of music aggregators in

¹⁰ Njatrijani, "ERA DIGITAL MELAHIRKAN PERAN BARU, AGGREGATOR MUSIK DALAM MENDISTRIBUSIKAN KARYA CIPTA LAGU DAN MUSIK."

	<i>Karya Cipta Lagu Pada Platform musik Digital (Rendy Bagas Pratama Hartono)</i>				the distribution of copyrighted works of songs and potential violators, while the author examines the agreement between the creator or record producer and the music aggregator.
2.	<i>Analisis Perjanjian Kerja Sama Waralaba (Studi Kasus Pelaksanaan Perjanjian Kerja Sama Esque T22 Gejayan) (Muhammad Arif dan Hartavian)</i>	2023	Thesis	Both examine the agreement	The object studied is the agreement at Esque T22 Gejayan while the author examines the agreement between the recording

					producer and the music aggregator.
3.	<i>Perlindungan Hak Cipta Lagu Terhadap Layanan Agregator Musik</i> (Amanda Febrianti Soeyatno)	2022	Thesis	Both studies are related to music aggregators	The object studied is the protection of song copyrights while the author studies related agreements between creators or record producers and music aggregators.
4.	<i>Era Digital Melahirkan Peran Baru, Agregator Musik Dalam Mendistribusikan Karya Cipta Lagu Dan Musik</i>	2020	Journal article	Both examine music aggregators	The object studied is the role of music aggregators in the distribution of copyrighted works of songs while the author

	(Rinitami Njatrijani)				examines the agreement that occurs between the creator or producer of songs with music aggregators.
--	--------------------------	--	--	--	---

B. Theoretical Foundation

1. Overview of the Agreement

a. Definition of agreement

The law regarding agreements is contained in book III of the Civil Law, namely articles 1233-1864 concerning agreements. The definition of an agreement itself is contained in Article 1313 of the Civil law, which reads that an agreement is an act by which one or more people bind themselves to one or more other people¹¹.

Article 1329 of the Civil law states that every person is capable of making an agreement unless the law states that they are not capable. Meanwhile, people who are not authorized to make an agreement are regulated in article 1330 of the Civil law, namely:

1) Minors (*minderjarighei*)

¹¹ Salim H. S., *Hukum kontrak: teori dan teknik penyusunan kontrak*, Cet. 3 (Jakarta: Sinar Grafika, 2006).

- 2) Persons placed under guardianship and
- 3) Married women in this case are determined by the law. However, the development of the wife can perform legal actions. As regulated in article 31 of Law No. 1 of 1974 jo SEMA No.3 of 1963.

Those who are considered immature (*minderjarighei*) are represented by their guardians, while those who are *mentally incompetent* are represented by their guardians because they are considered incapable (*onbevoegd*) of acting *on their own*¹².

b. Valid Terms of Agreement

An agreement can be said to be valid if it meets the requirements of an agreement. These conditions are regulated in article 1320 of the Civil law, namely:

- 1) The agreement that binds him
- 2) Capacity to enter into an agreement
- 3) A certain thing
- 4) A lawful cause

The first and second conditions are called subjective, related to the subject of the agreement. The third and fourth conditions are called objective, related to the agreement itself. Violation of the subjective condition makes the agreement voidable, which means that one of the parties can cancel the agreement. Violation

¹² Abdulkadir Muhammad, *Hukum perikatan* (Bandung: Alumni, 1982).

of the objective condition makes the agreement null and void, which is not legally valid and does not bind the parties involved¹³.

c. Legal Principles in Agreement

In the law of agreements there are several general principles, namely:

1) *Freedom of Contract Principle*

The principle of freedom in the law of agreements views that each party is free to determine whether they will make an agreement or not, free to enter into an agreement with anyone, free to determine the contents of the agreement, the method of implementation, and the terms of the agreement, and free to determine the form of the agreement, whether oral or written.¹⁴

2) Principle of Concensualism

This principle considers that an agreement is valid if there is an agreement, namely the conformity between the will and statements made by both parties. This principle is contained in Article 1320 paragraph (1) of the Civil law, relating to the form of the agreement. Agreement is a conformity of will made by both parties¹⁵.

3) Principle of Legal Certainty (*Pacta Sunt Servanda*)

¹³ Gunawan Widjaja, *Lisensi*, Seri hukum bisnis (Jakarta: RajaGrafindo Persada, 2001), 65.

¹⁴ Widjaja, 69.

¹⁵ Widjaja, 70.

This principle views that an agreement has legal certainty with regard to the consequences of the agreement, third parties (judges, etc.), the principle of legal certainty is the principle that judges or third parties must respect the substance of the contract made by the parties, just like a law. The principle of legal certainty is contained in Article 1338 paragraph (1) of the Civil law. This certainty is revealed from the binding force of the agreement, which is as a law for the parties¹⁶.

4) Principle of Good Faith

This principle views that the implementation of the substance of the agreement between the two parties is based on trust and good faith. Good faith can be divided into two: relative and absolute. Nisbi faith is related to the real attitude and behavior of the subject of the agreement, while absolute good faith refers to an objective assessment without preference to existing norms. This principle is contained in Article 1338 paragraph (3) of the Civil law¹⁷.

5) Personality principle

This principle considers that each party to the agreement is based on their own interests. As contained in article 1315 of the Civil law which reads: "In general, a person cannot enter into an

¹⁶ Mariam Darus Badruzaman, *Kompilasi Hukum Perikatan*, Cet. 1 (Bandung: Citra Aditya Bakti, 2001), 87.

¹⁷ Widjaja, *Lisensi*, 71.

obligation or agreement other than for himself,” and confirmed in article 1340 of the Civil law: “Agreements are only valid between the parties that make them.”¹⁸

d. Elements of the Agreement

In the law of the agreement there are several elements, namely ¹⁹:

- 1) There are parties who promise each other
- 2) There is approval
- 3) There is a goal to be achieved
- 4) There is a performance to be performed or an obligation to perform the object of the agreement.
- 5) The existence of a specific form (oral or written)
- 6) There are certain conditions, namely the main conditions of the agreement which are the object of the agreement as well as additional or complementary conditions.

e. Subject and Object of Agreement

The subject of the agreement is the parties bound by an agreement. The Civil law distinguishes three groups involved in the agreement, namely the parties to the agreement, their heirs, and third parties. The subject of the agreement consists of persons and legal entities, and in the agreement the parties are divided into Creditors and

¹⁸ Widjaja, 70–71.

¹⁹ Ridwan Khairandy, *Hukum Kontrak Indonesia Dalam Perspektif Perbandingan*, Cetakan pertama (Yogyakarta: FH UII Press, 2013), 66.

Debtors. The creditor is the party entitled to something from the debtor, and the debtor is obliged to fulfill something to the creditor²⁰.

The object of the agreement is performance. Articles 1332 to 1334 of the Civil law regarding the necessity of an object in the agreement. This is a logical consequence of the agreement itself. Without an object, which is the purpose of the parties, which contains the rights and obligations of one or the parties to the agreement, the agreement itself is absurd.²¹ Achievement is something that must be done by each party. Performance is the obligation of one party and the other party has the right to demand it.

f. Expiration of Agreement

The expiration of this agreement means the elimination of all statements of will that have been outlined in the mutual agreement between the parties. There are several things that result in the end of the agreement, namely:

- 1) Specified in the agreement by the parties.
- 2) The validity of an agreement is determined by law, for example in Article 1066 of the Civil law that the heirs can enter into an agreement not to divide the property for a certain period of time, which is only binding for five years.

²⁰ Salim H. S., *Hukum kontrak*.

²¹ Widjaja, *Lisensi*, 68–69.

- 3) The agreement is terminated by the occurrence of an event either determined by the parties or the law, for example: Article 1603 of the Civil law stipulates that the employment agreement ends with the death of the laborer.
- 4) Statement of terminating the agreement either by both parties or by one of the parties (Opzegging). Can only be done on temporary agreements, for example in Article 1603 paragraph (1) it is determined that the parties can terminate the employment agreement if a trial period is agreed or on a lease agreement.
- 5) The existence of a judge's decision.
- 6) If the purpose of the agreement has been achieved. Like a sale and purchase agreement when the seller and buyer have carried out their rights and obligations.
- 7) With the agreement of the parties (Heroping). Article 1338 paragraph (2) of the Civil law provides for the possibility of terminating an agreement by agreement between the two parties.

2. Overview of Akad According to Compilation of Sharia Economic Law (KHES)

The definition of Akad according to the Compilation of Sharia Economic Law (KHES) is contained in article 20 (1) which explains that a contract is an agreement in an agreement made by two or more parties to perform and or not perform certain legal actions in Indonesia, a contract is known as a contract.

a. Terms and conditions of the contract

In the Compilation of Sharia Economic Law (KHES) Book II concerning contracts in Chapter III article 22 explains that the pillars of the contract consist of the parties to the contract, the object of the contract, the main objectives of the contract, and the agreement.

1) The parties to the contract (al-aqidain), Al-aqidain are the parties to the contract. from a legal point of view Al-aqidain is a legal subject. The conditions of this al-aqidain itself are explained in article 23 KHES, namely:

- a) Both parties to the contract are legally capable. The contracting party is a person, partnership, or business entity that has the capacity to perform legal acts.
- b) Adult (baligh). The measure of a person's maturity is having had a dream (ihtilam) for men and having menstruated for women.
- c) Aqil (reasonable). A person who enters into an engagement must have a sound mind. With a healthy mind, he will understand all the legal actions that are carried out and the legal consequences for himself and others.
- d) Tamyiz (able to distinguish). The transacting person must be able to distinguish between good and bad, as a sign of his awareness during the transaction.

e) Mukhtar (free from coercion). The parties must be free to transact, free from coercion and pressure.

2) The object of the contract (Mahallul 'Aqd), Mahallul 'Aqd is something that is used as the object of the contract that is subject to the legal consequences caused. The object of the contract can be in the form of tangible objects, such as cars and houses, or intangible objects, such as benefits. The conditions that must be met in mahallul 'aqd according to article 24 KHES are as follows:

a) The object of the contract must already exist when the contract is made. An obligation whose object does not exist is void, such as selling a calf still in its mother's belly or selling a plant before it grows.

b) The object of the engagement is justified by sharia. Basically, objects that become objects of engagement must have value and benefit to humans. Objects that are not pure in nature, such as carrion, liquor, pork, or blood are considered to have no value and no benefit to humans.

c) The object of the contract must be clear and recognizable. An object that becomes the object of an engagement must be clear and known by the 'aqid. This aims to avoid misunderstandings between the parties that can lead to disputes.

3) The purpose of the contract (Maudhu'ul 'Aqd), Maudhu'ul 'aqd is the purpose and law of a contract legislated for that purpose. In Islamic law, the purpose of the contract is determined by Allah SWT in the Qur'an and the Prophet Muhammad SAW in the hadith. According to fiqh scholars, the purpose of the contract can be carried out if it is in accordance with these sharia provisions. The conditions that must be met so that the purpose of the contract is considered valid and has legal consequences are as follows:

- a) The purpose of the contract is not an obligation that would have been incurred by the parties without the contract.
- b) The purpose must last until the end of the contract.
- c) The purpose of the contract must be justified by Shara'.

b. Ijab and Kabul (Shigat al-'aqd), Shigat al-'aqd is an expression of the parties to the contract in the form of ijab and kabul. Ijab is a statement of promise or offer from the first party to do or not do something. Kabul is a statement of acceptance from the second party to the offer made by the first party. In KHES article 25 (2) the requirements for making ijab and kabul in order to have legal consequences, namely the objectives contained in the statement are clear, so that it can be understood what type of contract is desired and

there is a compatibility between *ijab* and *Kabul* either orally in writing, and/or actions.²²

c. Principle of Akad

Based on Chapter II article 21 KHES, the contract is carried out based on 13 principles, among others; the principle of *ikhtiyari* (voluntary); the principle of trust (keeping promises); the principle of *ikhtiyari* (prudence); the principle of *Luzum* (unchanging); the principle of mutual benefit; the principle of *taswiyah* (equality); the principle of transparency; the principle of ability; the principle of *taysir* (convenience); the principle of good faith; *halal* cause; the principle of *al-Hurriyah* (freedom of contract and the principle of *al-kitabah* (written).

These principles need to be considered in carrying out a contract in order to avoid conflicts that may occur in the process of the contract journey after it has been agreed upon. In this study, the author will only discuss 5 of the 13 principles of the contract in the Compilation of Sharia Economic Law (KHES). Because these 5 principles are suitable to be used as a theoretical basis because they have a close relationship to the object of research that the author raises, including:

1. *Ikhtiyari* principle (voluntary)

Every contract is carried out by the will of the parties, avoiding coercion due to pressure from one party or the other. The

²² Burhanuddin S., *Hukum kontrak syariah*, Edisi 1 (Yogyakarta: BPFE-Yogyakarta, 2009), 36.

willingness of the parties in carrying out a contract is the soul of every Islamic contract and is considered a condition for the existence of all transactions. If in a contract this contract cannot be fulfilled, then the contract has been made in an invalid way.²³

2. The principle of Amanah (keeping promises).

Every contract must be carried out by the parties in accordance with the agreement stipulated by the parties concerned and at the same time avoid breach of promise. With the principle of trust, it means that each party must be in good faith in dealing with the other party and it is not allowed for one party to exploit the ignorance of its partner.²⁴

3. Mutual Benefit Principle.

The principle of mutual benefit according to article 21 (f) KHES is that every contract is made to fulfill the interests of the parties so as to prevent manipulation practices and harm one of the parties.³⁸ This principle is also in line with the principle of benefit in an engagement in Islam. Where a contract is made by the parties with the aim of realizing benefits for them and must not cause harm (mudharat) or burdensome conditions (masyaqqah).

4. Taswiyah (Equality) Principle.

²³ Abdul Manan, *Hukum Ekonomi Syariah: Dalam Perspektif Kewenangan Peradilan Agama* (Jakarta: Prenada Media Group, 2017).

²⁴ Syamsul Anwar, *Studi Tentang Teori Akad Dalam Fikih Muamalah* (Jakarta: Raja Grafindo Persada, 2010), 91.

In doing activities in the world of work and business, Islam requires to be fair, not even to the unwelcome parties.²⁵ The parties in every contract are equal, and have equal rights and obligations.

5. Principle of Transparency.

Every contract is carried out with open accountability of the parties. Transparency can also mean that there is no deception, all rights and obligations of each party are disclosed explicitly and clearly in the contract. This disclosure of rights and obligations is especially related to the risks that each party may face. All parties concerned in a contract must share all available information.

d. Types of Akad Types

Figih muamalat divides the contract into two, namely

- 1) Akad Tabarru (gratuitous contract) is an agreement that is a transaction that is not intended to obtain profit, among others:
 - a) Lending Money

Lending money is a Tabarru contract because it is not permissible to exceed the payment for the loan given because any excess taripa wad is riba. There are 3 types of loans, namely

²⁵ Mardani, *Hukum Bisnis Syariah* (Jakarta: Kencana Prenada Group, 2014), 58.

- (1) Qardh is a loan that is given without requiring anything, other than returning the loan after a certain period of time.
- (2) Rahn: is a loan that requires collateral in a certain form or amount.
- (3) Hiwalah: is a form of loan by taking over receivables from other parties.

b) Giving Something Away

In this contract, the perpetrator gives something to another person. There are 3 forms of this contract, namely

- (1) Waqf is a gift and use of gifts made for the benefit and religion, and the gift is not transferable.
- (2) Hibah, Shadaqah is the voluntary giving of something to another person.

2) Akad Tijarah (compensational contract) is a contract that is intended to obtain profit. This contract is divided into two, namely

a) Natural Uncertainty Contract

It is a contract derived from the theory of commingling where the transacting parties commingle their assets into one, then bear the risk together for profit. Therefore, this type of contract does not provide a definite return, both the value

of the return and the time of the types of natural uncertainty contracts, among others.

(1) Mudharabah is a form of cooperation between two or more parties, where the owner of the capital (shahibul maal) entrusts a certain amount of capital to the manager (mudharib) to carry out business activities with a profit-sharing ratio on the profits obtained according to the agreement in advance, while in the event of a loss only borne by the owner of the funds as long as there is no element of intent or negligence by mudharib.

(2) Musyarakah is a cooperation contract between capital owners (musyarakah partners) to combine capital and conduct business together in a partnership, with a profit sharing ratio according to the agreement while losses are borne proportionally according to capital contributions.

b) Natural Certainty Contract

It is a contract derived from the theory of exchange, where both parties exchange their assets, so the object of exchange must be determined at the beginning of the contract with certainty about the amount, quality, price, and delivery time. In this condition, this type of contract will indirectly

provide a fixed and certain return because it is known when the contract types of this contract are several, including

- (1) Murabahah is the sale of goods by stating the acquisition cost and profit (margin) agreed between the seller and the buyer.
- (2) Salam is a sale and purchase transaction where the goods traded do not yet exist. The goods are delivered on a tough basis, while the payment is made in cash.
- (3) Istishna, has a system similar to salam, but in istishna payment can be made in advance, in installments in several times (termin) or deferred for a certain period of time.
- (4) ijarah is a lease contract between the owner of the leased object and the lessee to obtain the benefit of the leased object.

3. Overview of Music and/or Songs

Music is a medium that is widely used as an expression of feelings (expression) through the medium of sound and/or musical instruments. Human voice media is called vocal music, while through the media of musical instruments (instruments) is called instrumental music. Several

kinds of sound colors arranged and arranged will create a sound composition that can immerse feelings and vibrate the inner human heart²⁶.

Lagu (singing) is the result of the relationship between sound art and language art, as sound art involves the melody and color of the singer's voice, while song lyrics are the expression of a poet from within his mind about something that has been seen, heard and experienced. Song lyrics are essentially a language in its preparation can not be separated from the rules of music, such as song rhythm, melody and harmony. Besides having to be beautiful, song lyrics must adjust the beauty of the rhythm of music²⁷.

The definition of song is often differentiated with the definition of music. The definition of song according to KBBI is a poem or lyrics that have a rhythm, while music is a composition filled from notes that have a rhythmic melody, music can also be interpreted as the science or composing tones or sounds in order, combination, and temporal relationships to produce a composition (sound) that has unity and continuity. Although the notion of song and music is different, but the copyright literature does not seem to distinguish it.²⁸

4. Overview of Record Producers

A record producer is a creative and technical person who oversees the music production process. Traditionally, they are responsible for turning

²⁶ Ario Kartono, *KREASI SENI BUDAYA KELAS XI UNTUK SMA*, cet 1 (Bandung: Ganeca Exact, 2007), 28.

²⁷ Roma Ayuni A. Loebis, "Lagu, Kaum Muda Dan Budaya Demokrasi," *Pustaka : Jurnal Ilmu-Ilmu Budaya* 18, no. 2 (June 20, 2020): 82, <https://doi.org/10.24843/PJIIB.2018.v18.i02.p02>.

²⁸ Hulman Panjaitan and Wetmen Sinaga, *Performing right hak cipta atas karya musik dan lagu serta aspek hukumnya*, Cet. 1 (Jakarta: IHC, 2010), 123.

an artist's raw musical material and talent into a recording that can be marketed to a specific audience. Often, they are hierarchically placed between the record label and the artist and provide creative guidance based on the musical vision of the label²⁹.

A record producer can take on several roles during the production of a record. When recording an album in the studio, they work alongside an audio engineer, who supports them by setting up microphones, instruments, and equipment according to their vision and guidelines. They often choose which microphones and preamps to use, where to set up instruments in the room, and what methods to use to capture sound. Producers often get creative during album production with approaches such as recording drums to analog tape, using unconventional methods to produce reverb and recording in unusual spaces to produce unique sounds.³⁰

Financial responsibilities of a record producer A record producer also has financial responsibility for the music production process. They must not only ensure that the label's creative goals are met, but also achieve them within budget. A producer chooses which accompanying musicians will perform on a record, in which recording studio or location the record will be produced, and also where and from whom the record will be mixed and mastered³¹.

²⁹ “Produser musik | Suara upaya.”

³⁰ “Produser musik | Suara upaya.”

³¹ “Produser musik | Suara upaya.”

A producer is also a mentor in production, the main advantage of having a record producer on board is getting a new set of insights coming from outside the band as a guide. With the creativity of an experienced producer, it is possible for bands and musicians to take their performances to the next level. Having a mentor oversee the process of making an album from start to finish can help make artistic decisions that enhance the musical value of a record.

There are of course situations where the artist or studio producer can also be the producer of the sound recording. For example, an artist who funds the making of a recording of his music will also be a phonogram producer. Alternatively, a studio producer can also be a phonogram producer if, for example, no funds are exchanged as compensation for the use of his studio for the recording process, and he also handles the recording, mixing and mastering of the recording himself and is not financially compensated.

5. Overview of Music Aggregators

A music aggregator is an intermediary for music distribution. It facilitates the distribution of copyrighted songs and music between musicians and digital music stores. These aggregators also connect creators with online music streaming platforms. By serving as a bridge, they ensure that music reaches both digital stores and streaming services. This process is conducted entirely through digital means. Music

aggregators play a crucial role in modern music distribution. They help musicians and creators expand their reach to a global audience.³²

Music aggregators play a crucial role in distributing works. They connect to various online music stores globally. Their role extends beyond selling songs through digital stores. Aggregators also provide branding and package artists and their works comprehensively. They are connected to social media, artist websites, and smartphone apps. Besides distributing copyrighted songs, aggregators manage royalties from streaming platforms and digital stores. Since this is not fully regulated by law, music aggregators can offer a wide range of services and operate with considerable freedom.³³

³² Njatrijani, "ERA DIGITAL MELAHIRKAN PERAN BARU, AGGREGATOR MUSIK DALAM MENDISTRIBUSIKAN KARYA CIPTA LAGU DAN MUSIK," 691.

³³ Hartono, "POTENSI PELANGGARAN AGGREGATOR MUSIK DALAM PENDISTRIBUSIAN KARYA CIPTA LAGU PADA PLATFORM MUSIK DIGITAL," 19.

CHAPTER III

RESEARCH OF RESEARCH

A. Type of Research

In this research, the author will use empirical legal research. Empirical legal research focuses on collecting and analyzing empirical data. This approach is also known as field evidence research. It aims to understand how the law functions in practice. By gathering real-world data, researchers can gain insights into legal processes and outcomes. This method emphasizes practical evidence over theoretical analysis. The goal is to see how laws are applied and interpreted in real-life situations.³⁴

This approach uses scientific methods to observe, analyze, and measure various aspects of law, including policy effectiveness, regulatory implementation, and the interaction between law and society.³⁵ An empirical legal approach can provide a strong methodological foundation in analyzing the license agreement between FRM Musik and Music Aggregators. By using scientific methods, this research can observe, analyze, and measure the effectiveness and implementation of legal provisions in the agreement. Techniques such as interviews with FRM Musik parties, case studies of similar agreements, and data analysis can be used to collect relevant evidence. From this, empirical legal research can provide a deeper understanding of business

³⁴ Soerjono Soekanto, *Pengantar penelitian hukum*, Cet. ke-3; ed. ke-2 (Jakarta: Penerbit Universitas Indonesia (UI-Press), 2006).

³⁵ Dr Suyanto M.A.P SH , MH , M. Kn, *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris dan Gabungan* (Gresik, Jawa Timur: UNIGRES PRESS, 2023).

practices in the music industry, including the impact of license agreements on creators, music aggregators, and society as a whole.

B. Research Approach

Regarding the research approach in this research report later, the author will use a qualitative research approach. In collecting data, the researcher will conduct in-depth interviews with record producers at FRM Musik to analyze the research results.

C. Research Location

The research location in this study was conducted at one of the music production offices and recording studios, namely FRM Musik located in Bunul, Jl. Warinoi V No.13, Bunulrejo, Kec. Blimbing, Malang City, East Java 65123.

D. Data Type and Source

Regarding some of the data that the author obtained for this research, the author used primary data sources and secondary data sources.

- a. Primary data sources in this study were obtained through interviews with the owners of FRM Musik Music Production and Recording Studio. In addition, the authors also made observations related to the agreements that apply between FRM Musik and related music aggregators.
- b. Secondary data sources in this study were obtained through the 1945 Constitution of the Republic of Indonesia; Civil law; Law Number 28 of 2014 concerning Copyright; Law Number 8 of 1999 concerning Consumer Protection; Permenkumham No. 29 of 2014 concerning

Procedures for Application and Issuance of Operational Licenses and Evaluation of Collective Management Institutions.

E. Data Collection Methods

The data collection methods carried out by the author in this research report are interviews and observations. For more details, the author will present an explanation of the data collection methods carried out by the author as below:

a. Interview

The first method used by the author in this research is interviews. According to Sugiyono, interviews are used as a data collection technique to identify problems that must be researched and to obtain in-depth information from respondents³⁶. In this study, researchers conducted interviews both online and face-to-face with Fandi Firdaus. Fandi Firdaus is the owner, producer, and composer at FRM Musik, who has in-depth knowledge of the agreement process between FRM Musik and music aggregators. Through this interview, the researcher can explore detailed information related to the mechanism of the license agreement, music distribution, as well as the challenges and benefits faced by FRM Musik in its cooperation with music aggregators. The information obtained from these interviews provides a strong basis for further analysis in this study.

b. Documentation

³⁶ Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif, R&D* (Bandung: Alfabeta, 2016), 329.

The second method used by the author to conduct this research is documentation. According to Sugiyono, the documentation technique is a complement to the use of the interview method in qualitative research,³⁷ through this technique the author makes observations related to documents related to the agreement made between the music aggregator and FRM music.

F. Data Processing Method

After obtaining the necessary data, the author will process it qualitatively by analyzing the legislation related to the agreement between FRM Musik and the music aggregator. Data processing methods according to Miles & Huberman there are three types of activities in data analysis, namely data reduction, data display, and conclusions.

Data reduction means summarizing, selecting key things, focusing on important things, looking for themes and patterns and discarding those that are deemed unnecessary. Data display (data presentation) stage after data reduction, this is done in the form of descriptions, charts, relationships between categories and the like. Drawing conclusions and verification is data collection, flow, causality and other proportions. conclusions in qualitative research may be able to answer the formulation of the problem from the beginning, but maybe not, because as has been found that the problems and problem

³⁷ 329.

formulations in qualitative research are still temporary and will develop after the research is in the field.³⁸

In the research on FRM Musik, the data processing method according to Miles & Huberman was applied to analyze the license agreement. Data reduction was done by summarizing and focusing on important aspects such as copyright, royalty sharing, and contractual rights. The data was then presented in the form of descriptive descriptions describing the relationship between FRM Musik and aggregators. Conclusions were drawn by identifying patterns and lines of causality regarding the legal and business implications of the agreement. As such, this analysis helps answer the research questions and provides in-depth insights into the dynamics of music licensing at FRM Musik.

³⁸ Muhammad Rijal Fadli, "Memahami Desain Metode Penelitian Kualitatif," *Humanika, Kajian Mata Kuliah Umum* 21, no. 1 (2021): 44, <https://doi.org/10.21831/hum.v21i1.38075.33-54>.

CHAPTER IV

DISCUSSION OF RESEARCH FINDINGS

A. Overview of Research Objects

FRM Musik is a home studio that focuses on music making and recording founded by Fandi Firdaus in 2016, he is a music composer who creates music for traditional dances. In running FRM Musik as a hobby and business he has an interest and ability in producing music, one of his expertise is in combining traditional ethnic music elements with modern nuances in his work. Essentially, FRM's works reflect his love for traditional cultural heritage, but are also open to exploration and innovation in creating music that is relevant to modern times. His ability to collaborate traditional ethnic music with modern music adds a unique dimension to his work and creates a work that blends diverse elements.

Here is the data from FRM Musik:

Name : FRM Musik

Address : Bunul, Jl. Warinoi V No.13, Bunulrejo, Kec. Blimbing, Malang
City, East Java 65123

Phone : +62 822-3358-1024

Instagram : @fandifirdaus

Spotify : FRM

FRM Musik runs its business in the music industry offering various services, including:

1. Making dance accompaniment compositions, both traditional and modern.
This shows his willingness to adapt to the needs of the developing performing arts;
2. Game music scoring;
3. Movie music scoring;
4. Recording, mixing, and mastering services, which provide a complete solution in the audio production process;
5. Transcription, which shows its flexibility in transforming music from one format to another;
6. Music publishing label deals, providing opportunities for other musicians to publish their work under a strong banner; and
7. Online and offline training.

By following FRM's Spotify and social media, music fans can explore and enjoy the fantastic works produced by him. This reflects FRM's commitment to connect with its audience and inspire them through its unique and innovative music.

B. Practice of License Agreement between Record Producer and Music Aggregator (Study on FRM Musik)

In today's digital era, technological developments have had a major impact on various fields, including music and marketing strategies. With this technological advancement, it can support someone to pour their ideas, where these ideas will become a work of creation produced through digital media, one of which is the copyrighted work of music and songs.

The internet is the latest innovation that has contributed greatly to the development of the music industry, especially in terms of distribution. The main advantage of the internet is that it makes it easier for songwriters, musicians, and record labels to promote and distribute music without having to physically sell it. Digital music media, such as Apple Music, Deezer, Spotify, Tidal, and Joox, are examples of tools in this industry. However, for independent musicians, it is difficult to directly distribute their music to these platforms. Music aggregators serve as a crucial intermediary in helping musicians submit their music to online platforms and build relationships with online music stores around the world.

This research focuses on the agreement between record producers and music aggregators, which plays an important role in music distribution. FRM Musik, as one of the active record producers, acts as a creator and producer of music, cooperating with various parties for music distribution through streaming platforms and online music stores, with the help of music aggregators. In distributing its work, FRM Musik chooses to use the services of a music aggregator because it is free of charge in its services as stated by Fandi Firdaus.³⁹

“Dalam pendistribusian karya, saya menggunakan jasa agregator musik. Agregator musik sendiri banyak sekali ada yang membayar dan tidak, di Indonesia juga banyak agregator musik tapi kebanyakan membayar. Disini saya menggunakan agregator dari luar negeri yang tidak membayar, tetapi harus menandatangani perjanjian.”

³⁹ Fandi Firdaus, interview, (Malang, March 28, 2024)

That mean In distributing his works, Fandi Firdaus uses music aggregators. There are many music aggregators available, both paid and unpaid. In Indonesia, most music aggregators require payment for their services. Fandi Firdaus, however, uses a free overseas music aggregator. Even though it is unpaid, he is required to sign an agreement. This agreement outlines the terms and conditions of the distribution. Using a free aggregator allows him to reach a wider audience without incurring high costs.

Thus, the agreement between FRM Musik and music aggregators is crucial. It serves as an important foundation in digital music distribution. The significance of this agreement extends beyond the business aspect. It also aims to safeguard the interests of all parties involved. By clearly outlining terms, the agreement helps prevent potential legal conflicts. In the digital era, such agreements ensure smooth and fair operations. Protecting rights and responsibilities, they are vital for future stability.

1. Analysis of the License Agreement Between FRM Musik and Music Aggregator in View of Positive Law

Intellectual Property Rights, hereinafter referred to as IPR, are economic rights granted by law to a creator or inventor of a work of human intellectual ability. In Indonesia, the legal basis for copyright itself is Law Number 28 of 2014 concerning Copyright (UUHC). The agreement between FRM Musik and the music aggregator involves the granting of permission or rights from the copyright owner to another party to use his work in a specified manner, as well as an agreement that allows the

copyright owner to grant permission to another party to use his work in an agreed manner, in accordance with predetermined conditions is the definition of a license agreement.

A license agreement that is often used in the transfer of IPR is an agreement granting the right to use IPR (information from a system or technology, use of a logo, brand and patent trade name, or trade secret) in exchange for payment of royalties or *fees* or premiums by the licensee (referred to as "licensee") to the licensor (referred to as "licensor"). This agreement usually grants exclusive rights in the form of the use of economic rights over IPR.⁴⁰ The definition of license as contained in article 1 (20) of the UUHC reads: "A license is a written permission granted by the copyright holder or the owner of related rights to another party to exercise economic rights over his creation or related rights products under certain conditions".

From this explanation, it can be seen that the agreement between FRM Musik and the music aggregator is a license agreement because through this agreement, FRM Musik grants permission or license (Licensor) in writing in accordance with article 80 (1) UUHC which states that copyright holders or owners of related rights have the right to grant licenses to other parties based on written agreements, to music aggregators (Licensee) to use their musical works. In this case, FRM Musik as the

⁴⁰ Khoirul Hidayah, *Hukum Hak Kekayaan Intelektual*, Cetakan Ketiga (Malang: Setara Press, 2020), 2.

copyright owner gives the right to the music aggregator to distribute the songs to various digital platforms, such as music streaming services or online music stores. With the license, the music aggregator has the legal right to use the musical work without violating copyright. In addition, the license agreement also stipulates various provisions related to the use of musical works, including agreed-upon limitations, royalty distribution, and other rights regulated in accordance with applicable laws. Thus, this agreement is a license agreement because it regulates the right to use musical works owned by FRM Musik by the music aggregator.

Rights and Obligations in the License Agreement between FRM Musik and Music Aggregator

a. Rights and Obligations of FRM Musik as a Licensor

1) Rights

- a) The Right to Express Approval, FRM Musik as a licensor has the right to express approval to the licensee or music aggregator. This is stated in article 1 of the license agreement which reads

"...If you do not agree to the terms and conditions set out in this Agreement, you are requested not to express electronic consent or provide your electronic signature to this Agreement..."

- b) The right to upload licensed content, in this agreement FRM Musik has the right to upload licensed content, namely

music or songs. This is stated in article 3 (a) of the license agreement which reads

"As a user of the Service, You may upload Licensed Content to the Service through Your Service account for use by the Company and its Affiliates during the Term and throughout the Territory in accordance with the terms of this Agreement"

- c) Royalty payment rights for licensed content, after uploading the licensed content by fulfilling the terms and conditions, FRM Musik will receive reciprocity in the form of payment or royalties. In the distribution of royalties explained in the license agreement article 7 regarding License Payments
- d) Right to Terminate the Term, lastly the licensor has the right to terminate the agreement. This agreement is valid for thirty-six (36) months and is renewed after twelve (12) automatically. And if you want to terminate, you can send a termination notice at least forty-five (45) days before the end of the agreement period. This is stated in article 5(b) of the License Agreement.

2) Liability

- a) Compliance with the provisions in the agreement, here FRM Musik is obliged to comply with all the provisions in the agreement because it has signed this agreement. This is stated in article 1 of the License Agreement which reads

"You understand that by accessing the Company's "SoundOn" digital distribution platform (the

"**Service**") and signing this Agreement, you agree to be bound by the terms set forth in this Agreement."

- b) The obligation to grant reproduction, transmission and distribution rights of the content licensed by FRM Musik to the Aggregator, as stipulated in the License Agreement article 6A(h), namely

"Licensor hereby grants to Company and its Affiliates, on an exclusive, sublicensable and transferable basis, throughout the Term and Territory, all necessary rights in the Licensed Content, including, but not limited to, all reproduction, distribution, transmission, adaptation, synchronization, public performance, public display and communication to the public and provides the right, to perform all reproduction, transmission and distribution necessary to facilitate any and all of the activities described above."

- c) Obligation Not to Distribute Content with Third Parties, so during the term of the agreement FRM Musik must not enter into agreements with third parties to distribute the Licensed Content to the ByteDance Platform or any Third Party Platform. Which has been explained in the License Agreement article 3c,

"During the Term, you shall not enter into any agreement with any third party (including any record label, digital music distributor, aggregator, etc.) that provides that you grant such third party the right to provide the Licensed Content, in whole or in part, to the ByteDance Platform or any Third Party Platform"

- d) Fulfillment of tax responsibilities, for the licensee tax obligations must be fulfilled if any, article 9 of the License Agreement states

"The Licensor shall be responsible for all taxes (if any) associated with the Agreement. All payments to the Licensor from the Company in connection with the Agreement shall be inclusive of taxes"

b. Rights and Obligations of Music Aggregators as Licensee

1) Rights

a) Right to License Content, the licensee has the right to receive and utilize the license from FRM Musik. This is stated in article 6 of the License Agreement which states that the licensee can use the licensed content for various purposes in accordance with the agreement.

b) Right to Assign Sublicenses, The licensee has the right to assign sublicenses to affiliates or third parties to make content distribution and management easier. This gives the aggregator the flexibility to work with various distribution partners. This is in accordance with article 6A.

c) Right to manage royalties, The licensee has the right to manage and pay royalties to the licensor according to the agreed terms. This includes the calculation and distribution of royalties earned from the use of the licensed content. This is contained in the License Agreement article 7 related to License Payment.

2) Liability

- a) Obligation to pay royalties, The licensee is obliged to pay royalties to the licensor according to the terms agreed upon in the agreement. This includes ensuring payment on time and according to a predetermined percentage.
- b) Obligation to Maintain the Moral Rights of the Creator, The licensee must ensure that the moral rights of the creator are respected, including putting the creator's name on the licensed content and not altering the work without permission.
- c) Obligation to Make Fair Agreements, the licensee must ensure that the agreements made are fair to all parties. This includes transparency in the distribution of royalties and other rights.

In the contract practice between FRM Musik and Music Aggregators, there is a structured and gradual process as conveyed by Fandi Firdaus.⁴¹

“Proses distribusi pada aggregator ini diawali dengan registrasi pada platform digital milik agregator, kemudian verifikasi identitas, pembuatan dan tanda tangan perjanjian lisensi, unggah konten pada platform, distribusi, pembayaran royalti, perpanjangan kontrak (jika ingin memperpanjang), pengakhiran kontrak.”

The following will explain in more detail about the license agreement process between FRM Musik and the music aggregator:

- a. Registration on digital platforms

⁴¹ Fandi Firdaus, interview, (Malang, March 28, 2024)

There are many digital music aggregator platforms for distributing copyrighted works, especially music and songs. FRM Musik itself uses one of the music aggregator platforms "SoundOn" to distribute its work, SoundOn is a music marketing and distribution platform founded in 2021 by TikTok. The platform mainly provides song distribution and artist services.⁴² The reason Fandi Firdaus uses this "SoundOn" music aggregator platform is that it is easily accessible and does not charge fees as mentioned above.

In its operation, there are several stages that must be carried out by musicians. The initial stage is to register on the platform to create an account, or if you already have a TikTok account, you can log in with the TikTok account. This is the first step that must be taken so that music can be uploaded and discovered by TikTok users. By registering and creating an account, musicians can access various features provided by the platform, such as content upload, performance analysis, and interaction with other users. In addition, by using an account that is already owned, musicians can more easily utilize the marketing and promotion potential that exists on TikTok.

⁴² "SoundOn: Platform Distribusi Musik-Unggah musikmu melalui layanan servis utama," accessed May 12, 2024, <https://www.soundon.global/?lang=id>.

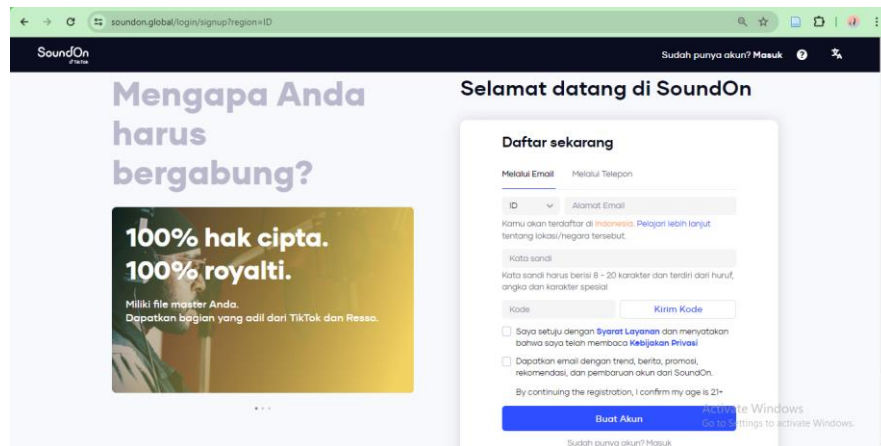


Figure 1: Registration page on the "SoundOn" platform
 Source: Screenshot of the "SoundOn" platform page

In the registration process, there is a column for Terms of Service and Privacy Policy that must be approved by the registrant. Terms of Service and Privacy Policy contain information about the rules, regulations, and policies that govern the use of a service or digital platform. These include user rights and obligations, personal data protection, cookies policy, copyright, links to other websites, content handling, limitation of liability, and dispute resolution procedures. These policies are designed to protect the interests of both users and service providers.

In addition to presenting information about the Terms of Service and Privacy Policy, there is also an important note that registrants need to understand. In the note, it states *"by continuing the registration, I confirm my age is 21+"*, the registrant automatically confirms that his/her age is 21 years or older. This indicates that in addition to reading and understanding the Terms of Service and

Privacy Policy, registrants should also be aware that the minimum age required to use the platform is 21 years or older. This confirms the platform's commitment in ensuring that its users are adults who meet the set age requirements, in accordance with its child and youth protection policy. As such, this measure also aims to protect and ensure a safe and compliant user experience.

b. Identity verification

The step taken after registering on the platform is to verify identity. The step taken after registering on the platform is to verify identity. Identity verification is an important stage in the registration process which aims to ensure the validity of the information provided by the user.

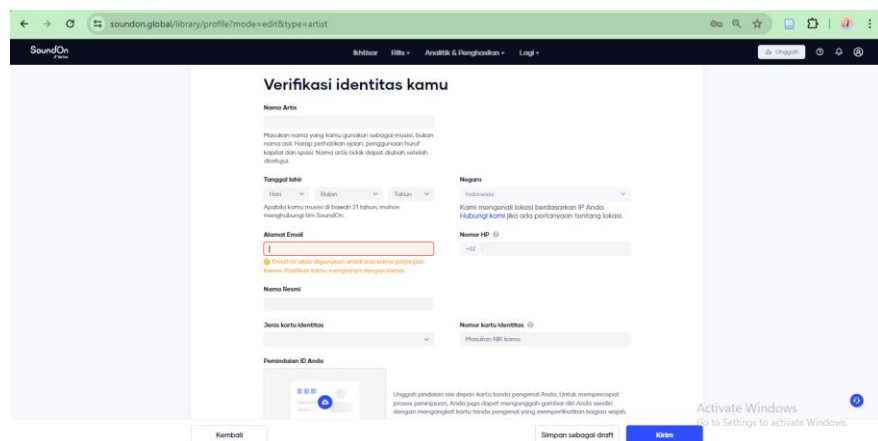


Figure 2: Identity verification page on the "SoundOn" platform
Source: Screen capture on the "SoundOn" platform

From the image above, it can be seen that this process involves uploading official documents, such as identity cards as proof of valid identity. By performing this verification, the platform can ensure that the registered account is actually owned by the individual who claims

it. In addition, identity verification also helps in enhancing the security of the platform by reducing the risk of account abuse and ensuring that the registered user is a real person. This is in accordance with the legal provisions governing the protection of personal data and information security, such as those contained in Law Number 11 of 2008 concerning Electronic Information and Transactions (UUITE) Article 35. The article states that any act of manipulation, creation, alteration, removal, or destruction of Electronic Information and/or Electronic Documents intentionally and without rights or against the law aims to make the information appear as authentic data. By requiring identity verification, platforms can avoid such actions, thus ensuring that the information exchanged on the platform is valid and not manipulated. This is an important step in keeping users' personal data safe, ensuring compliance with age requirements, and strengthening public trust in the platform.

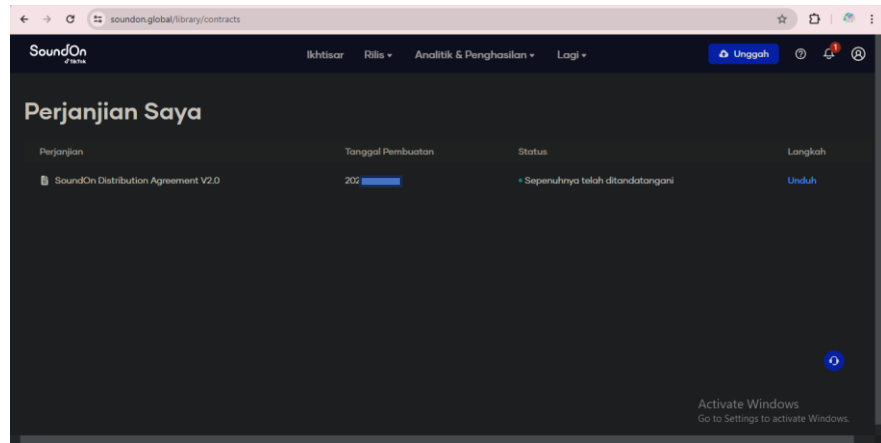
c. Creation and signature of license agreement

After the user identity verification process is complete, the next step is for FRM Musik and Music Aggregator to create a license agreement. In the agreement, both parties will define their respective rights and obligations related to the use and distribution of music. After all the terms of the agreement are agreed upon, the next step is to sign the contract using an electronic signature as a means of verification and authentication, in accordance with the definition of

an electronic signature stipulated in Article 1 paragraph (12) of UUIITE. This signing is done through the DocuSign platform. Because the signing process is done electronically, the contract is referred to as an electronic contract, which is an agreement between parties made through an electronic system, as described in Article 1 paragraph (17) of UUIITE. DocuSign is a platform that allows the electronic signature process, so that the agreement made has the same legal validity as a conventional signature, this is also explained in article 11 (1) of UUIITE which explains that Electronic Signatures have legal force and legal consequences as long as they meet the following requirements:

- 1) Electronic Signature creation data is related only to the Signatory;
- 2) Electronic Signature creation data during the electronic signing process is only in the power of the Signatory;
- 3) Any changes to the Electronic Signature that occur after the time of signing can be known;
- 4) Any changes to the Electronic Information related to the Electronic Signature after the signing time can be known;
- 5) There is a specific means used to identify who the Signatory is; and
- 6) There are certain ways to indicate that the Signatory has given consent to the relevant Electronic Information.

The result of a valid e-signing, in accordance with Article 11(1) of UUITE, is as shown in the figure.



*Figure 3: Agreement page on the "SoundOn" platform
Source: Screenshot of the "SoundOn" platform page*

In the picture, it can be seen that documents that have been electronically signed can only be accessed by authorized account holders. And also in the document there is a statement indicating that the document has been legally signed. This shows that the electronic signature has the same legal force as a conventional signature. In addition, Fandi Firdaus also stated that⁴³ :

“Dalam penandatanganan ini yang dapat mengakses adalah yang menerima email yaitu saya sendiri jadi hanya saya yang bisa tanda tangan dokumen itu”

From the statement delivered, it can also be identified that the electronic signature performed by FRM Musik is in accordance with article 11 (1) of UUITE.

⁴³ Fnadi Firdaus, interview, (Malang, March 28, 2024)

By using DocuSign, both parties can also sign the agreement digitally without the need to meet in person. This simplifies the process and accelerates cooperation between FRM Musik and Music Aggregators in managing music licensing and distribution, as well as ensuring the legal validity of the agreement.

d. Upload content on platforms and Distribution

Once the license agreement is signed, the next step is to upload the music content to the platform. This is an important stage as the music content must be available on the platform for it to be distributed to listeners. FRM Musik will upload their music content to the music aggregator platform, which will then store and organize the content. Music aggregators are responsible for digitally distributing music content to various music streaming platforms and online music stores. In its distribution, the music aggregator offers access to a total of 34 digital platforms, including three ByteDance stores, three social platforms, and various other streaming platforms, as can be seen in the image below.

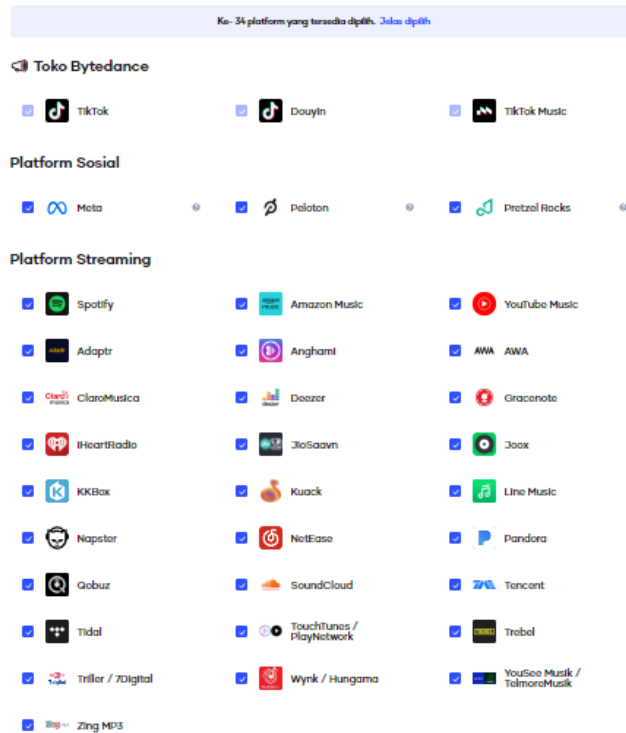
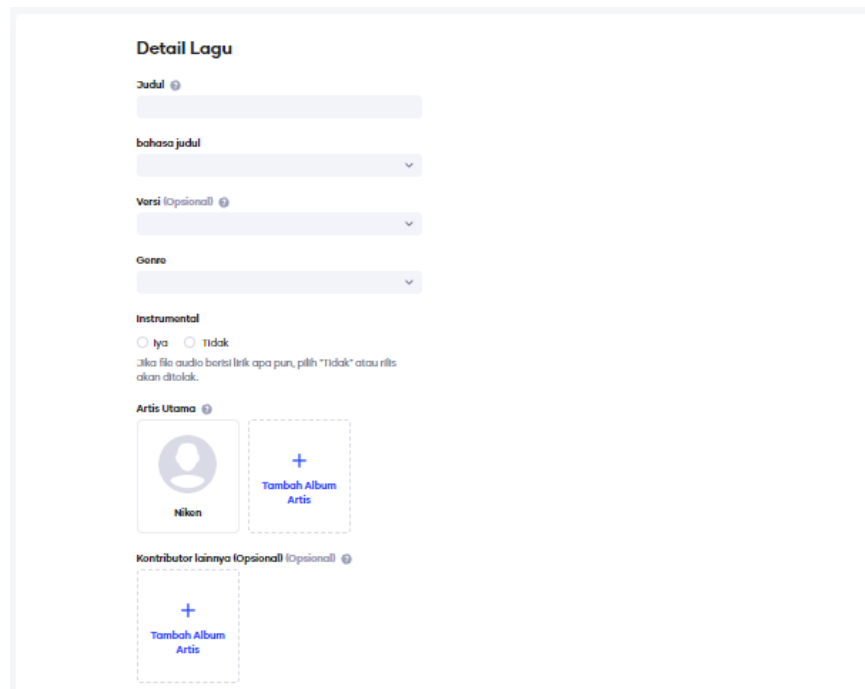


Figure 4: Distribution platform on the "SoundOn" platform
 Source: Screenshot of the "SoundOn" platform page

This process allows music from FRM Musik to be accessible to users through these various digital platforms. By having access to these platforms, music from FRM Musik can be enjoyed by more listeners around the world, significantly increasing their visibility and potential audience. This is a crucial step in expanding reach and increasing exposure for musicians, which in turn can support their careers in the highly competitive music industry.

In the process of uploading licensed content, there are a number of elements to be filled in on the platform, such as the music/song title, artist, genre, and so on, as shown in the image below.



*Figure 5: Content upload page on the "SoundOn" platform
Source: Screenshot of the "SoundOn" platform page*

This process ensures that the work displayed to the public will be connected to its creator, thus fulfilling the creator's moral rights. For example, the inclusion of the creator's name in the song title or description ensures recognition of the work. This is as explained in UUHC article 5(1)a, which confirms that the moral right of the creator is a perpetually inherent right for the creator to keep or not to keep his/her name on copies used for public purposes.

e. Royalty payment

An important step after music distribution is royalty payment.

Fandi firdaus delivered:⁴⁴

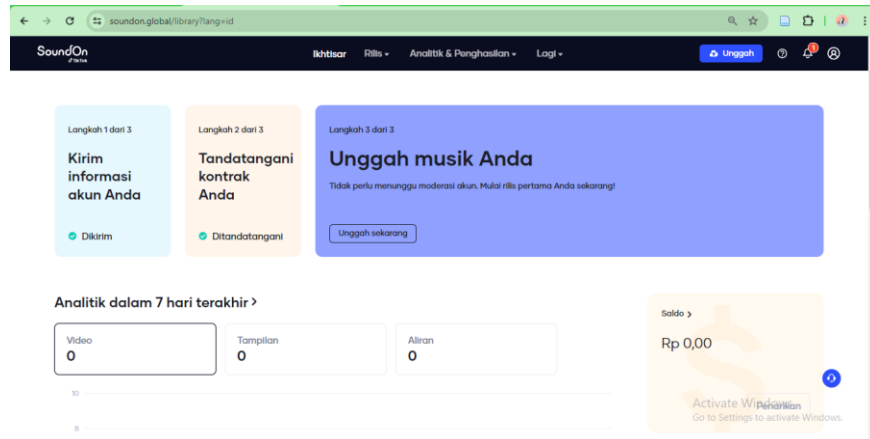
⁴⁴ Fandi Firdaus, interview, (Malang, March 28, 2024)

“Pembayaran royalti diberikan melalui agregator ini melalui website layanan SoundOn tadi, dan perhitungan royaltinya adalah ketika pengguna platform digital yang tadi kita unggah konten menggunakan konten kita untuk dimanfaatkan baik buat video, didengarkan dll, itu semua sudah dijelaskan dalam perjanjian lisensi yang telah saya tandatangani”

So, when music from FRM Musik is heard or downloaded by users through platforms provided by music aggregators, royalties will be paid by the aggregator to FRM Musik. Royalty payments are economic rights for FRM Musik as the creator as explained in article 8 of the UUHC that the creator has the exclusive right to obtain economic benefits for his creation.

This royalty payment is in accordance with the terms agreed upon in the license agreement between FRM Musik and the music aggregator. In this case explained in article 7 (license payment), this license agreement regulates the percentage of royalties. Namely, for the percentage of payment for recordings and basic works licensed on the Tik Tok, Resso, and ByteDance platforms that will be received by FRM Musik every month and quarter is one hundred percent (100%) of the royalty for each utilization, playback, or download of the licensed recording. Meanwhile, the percentage of payment for recordings and basic works licensed on third platforms or platforms other than the ByteDance Platform that will be received by FRM Musik is one hundred percent (100%) during the first year, and ninety percent (90%) of the royalty for each utilization, playback, or

download of the licensed recordings. An analysis of these royalty payments can be seen on the overview page of the music aggregator's platform account.



*Figure 6: Overview page on the "SoundOn" platform
Source: Screenshot of the "SoundOn" platform page*

This shows how FRM Musik earns from the distribution of their music through music aggregators. In addition, FRM Musik can also see transparency regarding royalty payments. It also ensures that FRM Musik gets fair compensation for their music works used by users.

f. Contract extension or termination.

The term of the contract between FRM Musik and the Music Aggregator is set out in Article 5(a) of the License Agreement. This article explains that the contract will commence from the time it is signed and last for thirty-six (36) months. In addition, the contract will be automatically renewed and extended every twelve (12) months. This shows that both parties have set a fairly long period of

time for their cooperation, with an automatic renewal option. This arrangement provides time certainty for both parties, while providing flexibility to continue the cooperation if desired.

If FRM Musik wishes to terminate the contract, the process is stipulated in Article 5 (b) of the License Agreement. According to this article, FRM Musik may notify the Music Aggregator at least forty-five (45) days before the expiration of the initial term or the current renewal term. This indicates that there is an obligation to provide written notice with sufficient time to allow the Music Aggregator to make the necessary adjustments and preparations for the termination of the contract. With this rule, the interests of both parties are safeguarded, so that the contract termination process can be carried out in a structured and transparent manner. As part of risk management, this regulation helps prevent uncertainty and ensure smooth termination of cooperation between FRM Musik and Music Aggregators.

FRM Musik has produced various musical works, songs, and other works. In a legal context, FRM Musik is considered a creator in accordance with the definition outlined in Article 1 (2) of the UUHC, which explains that a creator is a person or several people who individually or jointly produce a work that is distinctive and personal. As a creator, FRM Musik has certain economic rights over its work, as stipulated in Article 8 of the UUHC. These economic rights give FRM

Musik the exclusive right to obtain economic benefits from its work, including the right to distribute the work or copies of its work. This means that FRM Musik has the right to distribute its works, such as its songs, through music aggregators.

However, to obtain legal protection for the distribution of his work as mentioned in the provisions of Article 40 (1)d of the UUHC, which emphasizes that protected creations include creations in the fields of science, art, and literature. Which includes music and/or songs. Therefore, this license agreement is an important instrument to regulate and determine the rights and obligations of both. Thus, this agreement not only provides a strong legal basis for FRM Musik to distribute its work, but also protects its rights from unauthorized use or misuse by other parties.

The importance of the license agreement is also reinforced by Article 80(1) of the UUHC, which confirms that the agreement must be made in writing. This shows that legislators recognize the importance of clarity and legal certainty in the relationship between creators and distributors such as FRM Musik and music aggregators. Thus, the license agreement is not only an effective tool to protect the rights of FRM Musik, but also as a basis for fair and sustainable cooperation between the two parties. In other words, the license agreement plays a crucial role in maintaining the integrity of FRM Musik's works and ensuring that its works are enjoyed by the public in a legal and structured manner.

2. Analysis of the License Agreement Between FRM Musik and Music Aggregator Reviewed by the Compilation of Sharia Economic Law

In this study, the authors will analyze the License Agreement between FRM Musik and Music Aggregators based on the Compilation of Sharia Economic Law from the points of the pillars and conditions of the contract, the principle of the contract and the type of contract.

a. Pillars And Conditions of The Akad

In the Compilation of Sharia Economic Law (KHES) Book II concerning contracts in Chapter III article 22 which are included in the pillars of the contract, namely

1) **The parties to the contract (al-aqidain)**, Al-aqidain in this agreement are Fandi Firdaus as the licensor and the TikTok Technology Limited Company, a company as the licensee. Both parties have fulfilled all the requirements as parties to the contract, namely legal capacity, adulthood, reason, can distinguish good and right, and are free from coercion as stated in the agreement that:

"If you do not agree to the terms and conditions set forth in this Agreement, you are requested not to express electronic consent or provide your electronic signature to this Agreement."

2) **The object of the contract (Mahallul 'Aqd)**, Mahallul 'Aqd is something that is used as the object of the contract that is subject to the legal consequences caused. The form of the contract object

can be in the form of tangible or intangible objects.⁴⁵ In this license agreement, the object of the contract is the licensed content, which includes the licensed recording. This licensed recording is in the form of music and/or songs including excerpts, judging from its form this content is a tangible object because it can be seen and heard. As stated in the agreement article 2(a)vii, namely:

""Licensed Recordings" means any sound recordings (including excerpts thereof) uploaded by you to the Services."

- 3) **The purpose of the contract (Maudhu'ul 'Aqd)**, Maudhu'ul 'aqd is the purpose and law of a contract is legislated for that purpose.⁴⁶ The purpose of this license agreement is to gain mutual benefit. The licensor gets a royalty from each content accessed by the public as stated in article 7 of this agreement.

"Each month, with respect to each Video created by a user on the TikTok Platform that contains an identified excerpt of a Licensed Recording, the Company will credit to your Service account one hundred percent (100%) of the royalties based on your pro rata share of the total sound recording royalty funds to be awarded as compensation to the licensors."

Meanwhile, the licensee benefits from the application being accessed by the public. This is not contrary to Islamic law.

⁴⁵ Burhanuddin S., *Hukum kontrak syariah*, 30.

⁴⁶ ismail and Rama Saputra Muhammad, "SANKSI PIDANA TERHADAP PELANGGARAN PROTOKOL KESEHATAN COVID-19 DALAM PERATURAN BUPATI OGAN KOMERING ULU SELATAN NOMOR 41 TAHUN 2020 TENTANG PENERAPAN DISIPLIN DAN HUKUM PROTOKOL KESEHATAN DITINJAU BERDASARKAN HUKUM PIDANA ISLAM," *SANKSI PIDANA TERHADAP PELANGGARAN PROTOKOL KESEHATAN COVID-19* 1, no. 1 (March 15, 2024): 1–83.

4) **Ijab and Kabul (Shigat al-'aqd)**, Shigat al-'aqd is the result of ijab qobul based on shara' provisions which have legal consequences on the object.⁴⁷ In this license agreement, the parties to the contract in the form of ijab and kabul can be seen by signing the agreement. This signing indicates that both parties agree with the terms and conditions stipulated, so that it has binding legal force. The legal effect of this ijab and kabul is the obligation for both parties to comply with the agreement, including the distribution of royalties and reproduction rights. This ensures that the license agreement provides clear legal protection and a strong commitment for all parties involved.

As for the Compilation of Sharia Economic Law, it mentions the principles in a contract, namely in Book II on Acad Chapter II Principles of Acad article 21, which states that the contract is carried out based on the principles of ikhtiyari/voluntary, trustworthiness/keeping promises, ikhtiyati/prudence, luzum/unchanged, mutual benefit, taswiyah/equality, transparency, ability, Taisir/convenience, good faith, halal cause, al-hurriyah/freedom of contract, al-kitabah/writing. The following will be discussed in more detail

b. Principles of Akad in License Agreemen

1) Ikhtiyari (Voluntary) Principle

⁴⁷ Burhanuddin S., *Hukum kontrak syariah*, 34.

Article 21 (a) KHES explains that the principle of ikhtiyari is that every contract is carried out by the will of the parties, avoiding coercion due to pressure from one party or the other. In this license agreement it is stated in article 1 that:

"..... in this Agreement shall each have the same meaning given to it in the Terms of Service and/or Privacy Policy. If you do not agree to the terms and conditions set forth in this Agreement, you are requested not to express electronic consent or provide your electronic signature to this Agreement."

From the quote above, it is known that this agreement is voluntary and there is no coercion between the two parties.

2) Amanah (Keeping Promises) Principle

Every contract must be carried out by the parties in accordance with the agreement stipulated by the parties concerned and at the same time avoid the breach of promises as explained in article 21 (b) KHES. With the principle of trust, it is intended that each party must be in good faith in dealing with the other party and it is not justified for one party to exploit the ignorance of its partner.

In this license agreement in article 6 regarding the granting of rights, it is stated that:

"Licensor hereby grants to Company and its Affiliates, on an exclusive, sublicensable and transferable basis, throughout the Term and Territory, all necessary rights in the Licensed Content, including, but not limited to, all reproduction, distribution, transmission, adaptation, synchronization, public display, public performance and communication to the public and provides the right, to do"

From the above quotation, it is known that the licensor in good faith grants rights to the company and its affiliates directly.

3) Mutual Benefit Principle

The principle of mutual benefit according to KHES in article 21€, namely that each contract is carried out to fulfill the interests of the parties so as to prevent manipulation practices and harm one of the parties. This principle is also in line with the principle of benefit in an engagement in Islam. Where a contract is made by the parties with the aim of realizing benefits for them and must not cause harm (mudharat) or burdensome conditions (mashaqqah).

This agreement is clearly mutually beneficial to both parties, namely the licensor and the licensee company. Payments are made monthly and quarterly for videos made. The company in this case the licensee will credit to the service account 100% of the royalties. as stated in articles 7.a.i, and 7.a.ii that

"Each month, with respect to each Video created by a user on the TikTok Platform that contains an identified excerpt of a Licensed Recording, the Company will credit to your Service account one hundred percent (100%) of the royalties based on your pro rata share of the total sound recording royalty fund that will be provided to compensate sound recording licensors on the TikTok Platform in connection with Videos created by users that contain their sound recordings, such pro rata share will be calculated by multiplying the applicable total royalty fund amount by a fraction, the numerator of which is the total number of Videos created on the TikTok Platform within the Region during the relevant month"

4) Taswiyah (Equality) Principle

In doing activities in the world of work and business, Islam requires to be fair, even to those who are not liked. Explained in KHES article 21 (f) the parties in each contract have an equal position, and have equal rights and obligations.

In this agreement, the rights and obligations of the licensor and licensee are stated in article 3 regarding the distribution of the licensed content. article 6 discusses the granting of rights from the licensor to the licensee in this case the company. article 7 discusses the company's obligations in license payments. Thus, the rights and obligations are fully stated clearly in this agreement.

5) Principle of Transparency

Every contract according to KHES article 21 (g), is carried out with open accountability of the parties. Transparency can also mean that there is no deception, all rights and obligations of each party are disclosed explicitly and clearly in the contract. This disclosure of rights and obligations is especially related to the risks that each party may face. All parties concerned in a contract must share all available information.

In this agreement, all aspects have been clearly arranged starting from the rights and obligations as described in the principle of equality above. Furthermore, article 11 also explains about statements and guarantees and compensation. Like the quote below:

"Licensor agrees to defend, indemnify and hold harmless the Company, its Affiliates, subsidiaries, related companies, successors in interest, licensees, agents, contractors, sublicensees, re-sellers, assigns and transferees, and the officers, directors, shareholders, contractors, members and employees of the foregoing parties (collectively, the "Company Parties"), from and against any and all liabilities, indemnities, judgments, settlements, losses, claims, suits, proceedings, prosecutions and expenses, including but not limited to, court costs, reasonable third party legal fees and third party investigation costs resulting from any such claim, suit, proceeding or prosecution by a third party..."

c. Types of Akad in the License agreement

In this license agreement, the licensor uploads a certain amount of content on a digital distribution platform owned by the licensee company. The uploaded content can then be accessed by the public through certain applications. From there, the licensor will receive royalties from the licensee. This is in accordance with the license agreement stated in Article 7 regarding License Payment, which explains that in return for the rights granted and the statements, guarantees, and promises made by FRM Musik in the agreement, FRM Musik is entitled to license payments.

The contract used in this agreement is an ijarah contract. Ijarah is a lease or wage-hiring contract in Islamic law, in which one party provides the benefits of a good or service to another party in exchange for payment. In this context, FRM Musik grants the right to distribute its content (service benefit) to the licensee, and in return, FRM Musik receives royalty payments (wages). The structure of this agreement is in accordance with the principle of ijarah, where there are benefits

provided and compensation received, fulfilling the provisions in sharia economic law.

CHAPTER V

CLOSING

A. Conclusion

From the analysis of the license agreement between FRM Musik and Music Aggregator, the researcher concluded that:

1. The agreement between FRM Musik and Music Aggregator reviewed according to positive law has fulfilled the applicable legal elements. This license agreement has been signed electronically by FRM Musik and Music Aggregator. In terms of UUIE article 11, this agreement has fulfilled the conditions stated therein so that this agreement is valid and legally binding. Meanwhile, in terms of the UUHC, this license agreement was made to distribute FRM Musik's work which in this agreement has regulated economic rights, namely the distribution of royalties as stated in article 7 (License Agreement) and the moral rights of the creator, namely listing FRM Musik as the creator of his work.
2. The agreement between FRM Musik and music aggregators reviewed according to Islamic law has fulfilled the pillars and conditions of the agreement, including clear parties between FRM Musik represented by Fandi Firdaus as licensor and the licensee, namely TikTok Technology Limited. The object of the contract is the music content and songs that are licensed, the purpose of this contract is to obtain mutual benefits. The words *ijab Kabul* are clearly stated in this agreement. So in terms of the pillars and conditions, it is clearly fulfilled. This agreement also

fulfills the principles of muamalah contracts, including: the principle of voluntariness, the principle of trust, the principle of mutual benefit, the principle of equality, and the principle of transparency, and fulfills the mudharabah contract

B. Suggestions

Based on the conclusions obtained in the previous subsections, the authors can provide several suggestions which include:

1. For the Creator

Before agreeing to a distribution license agreement, music creators should carefully read every detail. This is important so that they understand their rights, obligations, and the steps to take in the future. With a thorough understanding, they can anticipate risks and make informed decisions.

2. For Music Aggregators

In creating a license agreement, it is important to create a fair and sustainable deal. This allows for a transparent and profitable relationship for all parties. The agreement should include clear guidelines regarding copyright, royalty sharing, and other contractual rights. This provides a powerful tool for creators to protect their interests in the music industry, maintain balance, and provide security for all parties.

3. For Future Researchers

A suggestion for future research is to delve deeper into the legal implications and business practices in the music industry. More focus on

the practical aspects of digital contracts and other legal aspects that affect the music industry, such as consumer protection regulations, would help deepen the understanding of the dynamics of the music industry as well as make a greater contribution to understanding license agreements and business practices in the music industry.

BIBLIOGRAPHY

- Amanda Febrianti Soeyatno. "PERLINDUNGAN HAK CIPTA LAGU TERHADAP LAYANAN AGREGATOR MUSIK." Skripsi, Universitas Pembangunan Nasional Veteran Jakarta, 2022. <https://doi.org/10/RIWAYAT%20HIDUP.pdf>.
- Anwar, Syamsul. *Studi Tentang Teori Akad Dalam Fikih Muamalah*. Jakarta: Raja Grafindo Persada, 2010.
- Badruzaman, Mariam Darus. *Kompilasi Hukum Perikatan*. Cet. 1. Bandung: Citra Aditya Bakti, 2001.
- Burhanuddin S. *Hukum kontrak syariah*. Edisi 1. Yogyakarta: BPFE-Yogyakarta, 2009.
- Dewatara, Gerry Wahyu, and Sari Monik Agustin. "PEMASARAN MUSIK PADA ERA DIGITAL DIGITALISASI INDUSTRI MUSIK DALAM INDUSTRI 4.0 DI INDONESIA." *WACANA: Jurnal Ilmiah Ilmu Komunikasi* 18, no. 1 (June 28, 2019): 1–10. <https://doi.org/10.32509/wacana.v18i1.729>.
- Fadli, Muhammad Rijal. "Memahami Desain Metode Penelitian Kualitatif." *Humanika, Kajian Mata Kuliah Umum* 21, no. 1 (2021): 33–54. <https://doi.org/10.21831/hum.v21i1.38075.33-54>.
- Fitria, Elsa. "ANALISIS YURIDIS TENTANG PEMBAYARAN ROYALTY PEMEGANG HAK CIPTA KARYA LAGU." Diploma, Universitas Islam Kalimantan MAB, 2022. <http://eprints.uniska-bjm.ac.id/10756/>.
- Hartavian, Muhammad Arif. "Analisis Perjanjian Kerja Sama Waralaba (Studi Kasus Pelaksanaan Perjanjian Kerja Sama Esque T22 Gejayan)."

Universitas Gadjah Mada, 2023.

<https://etd.repository.ugm.ac.id/penelitian/detail/224474>.

Hartono, Rendy Bagas Pratama. "POTENSI PELANGGARAN AGGREGATOR MUSIK DALAM PENDISTRIBUSIAN KARYA CIPTA LAGU PADA PLATFORM MUSIK DIGITAL." Sebelas Maret University, 2023. <https://digilib.uns.ac.id/dokumen/99208/POTENSI-PELANGGARAN-AGGREGATOR-MUSIK-DALAM-PENDISTRIBUSIAN-KARYA-CIPTA-LAGU-PADA-PLATFORM-MUSIK-DIGITAL>.

Hidayah, Khoirul. *Hukum Hak Kekayaan Intelektual*. Cetakan Ketiga. Malang: Setara Press, 2020.

ismail, and Rama Saputra Muhammad. "SANKSI PIDANA TERHADAP PELANGGARAN PROTOKOL KESEHATAN COVID-19 DALAM PERATURAN BUPATI OGAN KOMERING ULU SELATAN NOMOR 41 TAHUN 2020 TENTANG PENERAPAN DISIPLIN DAN HUKUM PROTOKOL KESEHATAN DITINJAU BERDASARKAN HUKUM PIDANA ISLAM." *SANKSI PIDANA TERHADAP PELANGGARAN PROTOKOL KESEHATAN COVID-19* 1, no. 1 (March 15, 2024): 1–83.

Kartono, Ario. *KREASI SENI BUDAYA KELAS XI UNTUK SMA*. Cet 1. Bandung: Ganeca Exact, 2007.

Khairandy, Ridwan. *Hukum Kontrak Indonesia Dalam Perspektif Perbandingan*. Cetakan pertama. Yogyakarta: FH UII Press, 2013.

Lindsey, Timothy. *Hak kekayaan intelektual: suatu pengantar*. Cet. 1. Bandung: Asian Law Group Pty. Ltd. bekerjasama dengan penerbit P.T. Alumni, 2002.

- Loebis, Roma Ayuni A. "Lagu, Kaum Muda Dan Budaya Demokrasi." *Pustaka : Jurnal Ilmu-Ilmu Budaya* 18, no. 2 (June 20, 2020): 81–85. <https://doi.org/10.24843/PJIIB.2018.v18.i02.p02>.
- Manan, Abdul. *Hukum Ekonomi Syariah: Dalam Perspektif Kewenangan Peradilan Agama*. Jakarta: Prenada Media Group, 2017.
- M.A.P, Dr Suyanto, SH , MH , M. Kn. *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris dan Gabungan*. Gresik, Jawa Timur: UNIGRES PRESS, 2023.
- Mardani. *Hukum Bisnis Syariah*. Jakarta: Kencana Prenada Group, 2014.
- Muhammad, Abdulkadir. *Hukum perikatan*. Bandung: Alumni, 1982.
- Ningsih, Ayup Suran, and Balqis Hedyati Maharani. "Penegakan Hukum Hak Cipta Terhadap Pembajakan Film Secara Daring." *Jurnal Meta-Yuridis* 2, no. 1 (March 29, 2019). <https://doi.org/10.26877/m-y.v2i1.3440>.
- Njatrijani, Rinitami. "ERA DIGITAL MELAHIRKAN PERAN BARU, AGGREGATOR MUSIK DALAM MENDISTRIBUSIKAN KARYA CIPTA LAGU DAN MUSIK" 7, no. 1 (2020).
- Panjaitan, Hulman, and Wetmen Sinaga. *Performing right hak cipta atas karya musik dan lagu serta aspek hukumnya*. Cet. 1. Jakarta: IHC, 2010.
- "Produser musik | Suara upaya." Accessed November 23, 2023. <https://upayasound.com/musikproduzent/>.
- Salim H. S. *Hukum kontrak: teori dan teknik penyusunan kontrak*. Cet. 3. Jakarta: Sinar Grafika, 2006.

- Samsiyah, Samsiyah. "ANALISIS MOTIVASI ORANG TUA MEMASUKKAN ANAKNYA KE PLAYGROUP PAS AR-RAHMAH DESA KARANGAN KECAMATAN BALONG." Skripsi, Universitas Muhammadiyah Ponorogo, 2022.
<https://doi.org/10/Surat%20Persetujuan%20unggah%20karya%20ilmiah.pdf>.
- Soekanto, Soerjono. *Pengantar penelitian hukum*. Cet. ke-3; ed. Ke-2. Jakarta: Penerbit Universitas Indonesia (UI-Press), 2006.
- "SoundOn: Platform Distribusi Musik-Unggah musikmu melalui layanan servis utama." Accessed May 12, 2024. <https://www.soundon.global/?lang=id>.
- Sugiyono. *Metode Penelitian Kuantitatif, Kualitatif, R&D*. Bandung: Alfabeta, 2016.
- Ticonuwu, Ganesha Hizkia. "PERLINDUNGAN HUKUM ATAS PENCIPTA MUSIK INDEPENDENT DI ERA DIGITAL 4.0 DI INDONESIA." *LEX PRIVATUM* 12, no. 2 (July 10, 2023).
<https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/49795>.
- Universitas Jambi. "TANGGAPAN TERHADAP SISTEM HUKUM DI INDONESIA," July 16, 2020. <https://www.unja.ac.id/tanggapan-terhadap-sistem-hukum-di-indonesia/>.
- Widjaja, Gunawan. *Lisensi*. Seri hukum bisnis. Jakarta: RajaGrafindo Persada, 2001.

APPENDIXES

Appendix 1- Interview Questions with Fandi Firdaus of FRM Musik

1. Bagaimana profil dari FRM Musik?
2. Bagaimana pendistribusian hasil karya oleh FRM Musik?
3. Bagaimana proses distribusi melalui agregator musik?
4. Apakah ada biaya dalam pendistribusian lewat agregator music?
5. Bagaimana cara menyetujui/menandatangani perjanjian dengan agregator musik?
6. Bagaimana proses pengunggahan konten melalui platform milik agregator musik?
7. Bagaimana pembayaran royaltinya?
8. Bagaimana perlindungan hak ciptanya?
9. Apakah pernah terjadi pelanggaran hak cipta selama perjanjian terjadi?
10. Bagaimana pengakhiran perjanjiannya

Appendix 2 – Documentation of interview



Interview with Fandi Firdaus in FRM Musik Studio

CURRICULUM VITAE



Name : Alfina Rahmania Latif
Place/Date of Birth : Lamongan, January 03, 2001
Gender : Female
Religion : Islamic
Address : Daliwangun, Sugio, Lamongan
E-mail : alfinarahmanialatif@gmail.com
Social Media (Instagram) : @fina.rl
Mobile Number : +6282264732339

Education History

No.	Education Level	Name of Agency	Year
1	SD/MI	SD Negeri 01 Lawanganagung	2007 – 2013
2	SMP/MTS	MTs Al-Mawaddah	2013 - 2016
3	SMA/MA	MA Al-Mawaddah	2016 - 2019
4	S1	UIN Maulana Malik Ibrahim Malang	2020 - 2024