

The Responsibilities of Publishing and Printing in Protecting Copyright

Author at CV. Putra Kertonatan

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Abstract: The purpose of this study is to determine the contract form of outright contracts between publishers and book authors in protecting copyright and determining the form of legal protection provided by CV. Putra Kertonatan on moral rights in publishing a book. The research was conducted by using the juridical empirical method, which is descriptive. The data source from primary data is by conducting observations and interviews directly with the manager CV. Putra Kertonatan, while the secondary data came from primary and secondary legal materials. This study's conclusions are the form of agreement that made between the author of the book and CV. Putra Kertonatan was using an outright verbal agreement. In the agreement process, the author of the book submits the manuscript to be published in the form of a Student Activity Sheet (LKS). Then the CV. Putra Kertonatan bought it for Rp. 1,000,000.00 (one million rupiahs) up to the price of Rp. 1,500,000.00 (one million five hundred thousand rupiahs). It is an effort to protect the economic rights of book authors by CV. Putra Kertonatan. Meanwhile, the legal protection for the moral rights of books authors by CV. Putra Kertonatan in the form of the CV. Putra Kertonatan always put the name of the author and CV. Putra Kertonatan also involved a book author to re-corrected the manuscript that had been edited by CV. Putra Kertonatan.

Key words: legal protection, moral rights and economic rights of books author and contract

1. Preliminary

One of the Indonesian State goals is to educate the nation's life, as emphasized in the preamble to the 1945 Constitution. To increase quality human resources, the government has established several educational policy directions, one of which is through the provision of up-to-date teaching and learning materials, both textbooks and based on information and communication technology¹.

Books for the Indonesian people are also utilities to educate the nation's life and one of the original creations included in copyright protection as regulated in various laws and international conventions (Anik Tri Haryani, 2016, p. 3). Based on the Regulation of Education and Culture Minister of Indonesia Republic Number 8 of 2016 concerning Books Used by Education Units in Article 2 point 1, it is stated that "Books used by educational units consist of 2 categories, namely textbooks and non-textbooks".

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¹ Perpres RI Nomor 7 Tahun 2005 Tentang Rencana Pembangunan Jangka Menengah (RPJM) 2004–2005 BAB 27 Tentang Peningkatan Akses Masyarakat Terhadap Pendidikan Yang Berkualitas.

In Indonesia, book authors' protection is still far from expectation because book authors have not got maximum protection from various kinds of copyright violation, ranging from plagiarism, reproduction of works without permission, even to piracy of copyrighted works (Anik Tri Haryani, 2016, p. 3). Therefore, the government provides one of the legal protections to authors of works that are produced as well as publishing and printing in dealing with problems that occur. The form of legal protection provided by the government is regulated in Law No. 28 of 2014 concerning Copyright. Copyright is a right that is reserved solely for the holder so that the right holder can prevent others from copying or reproducing his work (Otto Hasibuan, 2008, p. 63). Copyright contains two essences of right as an exclusive right, namely economic rights and moral rights (Henry Soelistyo, 2011, p. 47).

Lately, there are rampant violations of a copyrighted work in publishing, which causes the literary community is not getting proper treatment. It can be seen that pirated products are circulated freely and are easy to obtain openly without any concern because they have violated the law. Book piracy is a complaint case; if there is no complaint from being hijacked, the law enforcers will not handle it either. It is clear then that the importance of public awareness, including authors and publishers, government officials, and law enforcers.

Based on the description above, we should be more aware of the importance of legal protection for publishing and printing as book copyright holders, so in this case, the author will arrange an article by the title: "The Responsibility of Publishing and Printing in Protecting Copyright Book Author at CV. Putra Kertonatan".

Based on the description above, the formulation of the problems in this study are First, what is the form of outright contract between the author and CV. Putra Kertonatan? Secondly, what is the form of legal protection that made by CV. Putra Kertonatan on moral rights in publishing a book?

The purpose of this study is first to determine a form of outright contract that is made between the author of the book and CV. Putra Kertonatan. Secondly, to find out how the form of legal protection that made by CV. Putra Kertonatan to the moral rights of a published book.

2. Research Methods

This research uses a descriptive empirical juridical approach. The data source comes from primary data, which is direct interviews with manager CV. Putra Kertonatan and secondary data derived from primary legal materials and secondary legal materials. The data collection method using literature study and the fieldwork. The method of data analysis was conducted qualitatively, using data analysis methods conducted by deductive logic.

3. Results and Discussion of Research

3.1 The Form of Outright Contract Between the Publishing CV. Putra Kertonatan With Book Author in Protecting Book Copyright

According to the 2014 Copyright Law, a book author, if he wants to obtain his right to enjoy his creation, he can do by transferring his/her rights. The transfer of products that made between the author of the book and CV. Submission (assignment) manuscripts moved Putra Kertonatan to the publisher party. The submission by CV. Putra Kertonatan gives compensation in the form of money according to the agreement, which is Rp. 1,000,000.00 (one million rupiahs) up to Rp. 1,500,000.00 (one million five hundred thousand rupiahs) each manuscript, the price is appropriated to the number of pages and content of the material. Then paid in cash to the author of the book, and the creation is automatically transferred completely to the CV. Putra Kertonatan. After the manuscript

becomes the right of CV. Putra Kertonatan then is edited to meet ethics in writing without changing the original essay's meaning and does not contain SARA elements (Ethnicity, Religion, Race, and Intergroup).

Transfer of work between the book author and CV. Putra Kertonatan by using outright contracts made orally. CV. Putra Kertonatan chose to use the outright contract because the other time, both the semester and the new school year, then the CV. Putra Kertonatan wants to use or reprint the manuscript massively from the book author, so there is no need to give more incentive and not tell to ask for approval first. Sometimes book manuscripts that have been printed will be reprinted by CV. Putra Kertonatan, if in the field, still needs it.

Textbook manuscripts of Student Activity Sheet (LKS) printed CV. Putra Kertonatan, which is ready to be published, firstly submitted to the National Library of Indonesia to obtain an ISBN. Understanding the ISBN (*International Standard Book Number*) is a book identification code which is a unique characteristic to obtain information on the book regarding the title, publisher, and publisher group. The ISBN consists of 13 (thirteen) digits row to identify a book title that will be published by the publisher. Therefore, each book has a different ISBN number from other books.² The giving of ISBN purposed to show that the book is official, it is still a new thing because there was an issue regarding the prohibition of Student Activity Sheet (LKS) textbooks among schools.

Besides, in the outright contract that is made between CV. Putra Kertonatan and the book author contains their respective rights and obligations, as follows:

3.1.1 Rights and Obligations of CV. Putra Kertonatan

Right from CV. Putra Kertonatan accepts the manuscript from the book author and uses the manuscript indefinitely, which is as needed. The right to determine the manuscript publishing technique in the editing process includes font, layout, cover design, and publishing schedule without changing the meaning.

Obligations of CV. Putra Kertonatan is giving incentives in the form of cash for services in return for the manuscripts that have been provided by the book author. The price starts from Rp. 1,000,000.00 (one million rupiahs) up to of Rp. 1,500,000.00 (one million five hundred thousand rupiahs) adjusted based on the number of pages and the material content.

3.1.2 Rights and Obligations of Book Author

The right of the book author is the right to receive fees for the manuscript given to CV. Putra Kertonatan with a price of Rp. 1,000,000.00 (one million rupiah) up to Rp. 1,500,000.00 (one million five hundred thousand rupiahs) is adjusted based on the number of pages and the material content.

The obligation of the book author is to submit the manuscript in the form of an original essay of his own copyright to CV. Putra Kertonatan. Book authors are prohibited from submitting original manuscripts of the same creations to publishers and other publishers.

Companies that engaged in publishing and printing, if they want to collaborate with book authors, can be done by contract. According to Yahya Harahap, a contract is a legal relationship related to wealth and property between two or more parties, which results in achievement as well as obliging the other party to complete the achievement.

In the agreement made between the author of the book and CV. Putra Kertonatan has been accordingly regulated in Article 1320 of the Civil Code regarding the validity of the agreement, namely:

- 1) The agreement between two parties that have bound means between the parties, namely the CV. Putra

² <https://isbn.perpusnas.go.id/Home/InfoIsbn>, accessed on Sunday, May 10, 2020 13.06 WIB.

Kertonatan and the book author have agreed on the outright contract that was made.

- 2) The ability to act in agreeing, it means between the parties, namely CV. Putra Kertonatan and the book author legally declared competent when agreeing so that it was declared valid.
- 3) The existence of the agreement object, there are certain things regarding specific items that are being an object agreement. The object in that agreement is in the form of a Student Activity Sheet (LKS) textbook.
- 4) The existence of a lawful causa, all existing conditions must be fulfilled so that the agreement is perfect and valid. Therefore, what is meant by lawful causa in a contract is the content of the agreement itself. In the contents of the agreement, the book author provides the original manuscript of his/her textbook to CV. Putra Kertonatan.

3.2 Forms of Legal Protection for Moral Rights of Book Author Given by CV. Putra Kertonatan

In the initial contract for the book's publication, two rights are owned by the book author, namely economic rights and moral rights. In the outright contract that has been made between the book author and CV. Putra Kertonatan, the only remaining rights to the book author, are moral rights, where the author's economic rights are only given once by CV. Putra Kertonatan, who has been fulfilled since the beginning, which is in cash payments on the publishing agreement of Student Activity Sheets (LKS). This economic right is given in the form of cash at the time submission of the manuscript so that it automatically causes the work of the book author to move completely to CV. Putra Kertonatan. While moral rights are still attached to the book author, therefore, CV. Putra Kertonatan, as a publishing and printing, has the right to protect the moral rights of authors of books.

The protection author book over creation has already stated in Law Number 28 of 2014 concerning Copyright. The birth of a new product or an existing creation must be supported and protected by law. The form of this protection is by providing criminal sanctions against people who violate copyright unlawfully; this is purposed at respecting the book's authors and also being able to claim compensation from those who violate them.

According to UUHC 2014, an author in a paper has a set of exclusive rights consisting of economic rights and moral rights. The definition of economic rights is the right to obtain financial benefits for work and related rights products. Meanwhile, moral rights are rights inherent in the author or actor that cannot be removed or removed without any reason, even though the copyright has been transferred either partially or completely (Adrian Sutedi, 2010, p. 115). In this case, the moral right is the author's right to prohibit or give permission to other parties to reduce or add to his work, remove the original author's name, change the title of the book, etc. So the author can object if later, there is an act that intends to mutilate, modify, increase, and decrease the authenticity that is deemed to be detrimental to the author's honor and reputation.

In the outright contract made between CV. Putra Kertonatan, with the book author, stated that the book author's protection form of economic rights was provided by CV. Putra Kertonatan is giving compensation in cash at the time of work submission of the author in a manuscript given to CV. Putra Kertonatan, amounting to Rp. 1,000,000.00 (one million rupiah) to Rp. 1,500,000.00 (one million and five hundred thousand rupiahs) each manuscript, the price is adjusted based on the number of pages and the material content. In constitution Number 28 of 2014 concerning copyright also protects book authors who make contract with publishers who use outright sale. As regulated in Article 18 UUHC 2014 which states that, Book creation,³ Therefore, book authors do not need to worry because their works are still protected after 25 (twenty-five) years after the sale agreement was

³ Pasal 18 Undang-Undang Nomor 28 Tahun 2014 Tentang Hak Cipta.

concluded. So with the existence of this regulation, book authors' economic rights are still protected even though they use an outright agreement.

Besides, the legal protection is applied by CV. Putra Kertonatan in giving the moral rights of the book author is as follows:

Firstly, in a textbook which is the form of a Student Activity Sheet (LKS), by directly writing the name of the book author of the even though the author does not ask directly about the inclusion of the name on the book, he writes on the book cover and provides a small bio accompanied by a photo on the back cover of the book including the name, place date of birth, address, and email. It is the publisher's obligation to protect the moral rights of book authors.

Secondly, in the editing process of the manuscript that has been given from the author of the book, CV. Putra Kertonatan always involved the author of the book in the process of re-correcting the manuscript that had been edited by CV. Putra Kertonatan. It is intended so that there is no change in the author's original meaning or intent.

Beside having to be protected by law, it is better for a work to be registered with the Directorate General of Intellectual Property (DITJEN HKI) to make it easier to prove if a dispute occurs, but based on the results of interviews that have been conducted at CV. Putra Kertonatan stated that the publisher did not register the work to be published

4. Closing

4.1 Conclusion

In the outright contract that made between CV. Putra Kertonatan with the book author is done orally. In the agreement process the book author binds himself to the CV. Putra Kertonatan in the form of a manuscript submission. Furthermore, the manuscript was received by CV. Putra Kertonatan to be corrected so that it does not contain SARA elements and accordance with writing ethics. If the manuscript does not contain SARA elements and accordance with the ethics of writing, the manuscript will be purchased by CV. Putra Kertonatan with a price of Rp. 1,000,000.00 (one million rupiah) to Rp. 1,500,000.00 (one million and five hundred thousand rupiahs) each manuscript, the price is adjusted based on the number of pages and the quality of material content. The payment is made in cash so that the creation is automatically transferred to the CV. Putra Kertonatan. Therefore CV. Putra Kertonatan, if he wants to reproduce books, can be done indefinitely.

The outright contract which is conducted by orally between the author and CV. Putra Kertonatan has not complied with the statutory regulations, namely, in Article 16, paragraph 2 of the UUHC that in the process of transferring copyright, either all or part of it is conducted by using a written agreement. However, even though it does not comply with the existing regulations, the agreement is legally valid in accordance with the validity conditions of the agreement as regulated in Article 1320 of the Civil Code, namely: *First*, CV. Putra Kertonatan agreed to make an outright contract orally. *Second*, CV. Putra Kertonatan and the book author have legally been declared competent in breaking up the outright contract. *Third*, in the contract, which is the object between CV. Putra Kertonatan, with the book author, is in the form of a Student Activity Sheet (LKS) manuscript. *Fourth*, there is a lawful causa in the agreement between CV. Putra Kertonatan, with the book author, is the book author giving his essay's original manuscript to CV. Putra Kertonatan.

In protecting the moral rights of the author of CV. Putra Kertonatan has provided proper legal protection by always directly including the author's name on the printed book cover and providing a small bio accompanied by

a photo on the book's back cover, including name, place of birth date, address, and email. CV. Putra Kertonatan involved the book's author in re-correcting the manuscript that had previously been edited by CV. Putra Kertonatan. It is intended so that there is no change in the meaning of the manuscript's contents that have been given. The legal protection that has been provided in accordance with the UUHC in Article 5, paragraph 1.

The publisher CV. Putra Kertonatan, in publishing the book, did not register the work with the Directorate General of Intellectual Property (DITJEN HKI), but the creation automatically received protection after the work have tangible

4.2 Suggestion

In conducting an outright contract, it should be made in written form so that each party can prove it correctly and legally if there is a dispute over the contract that has been done.

It is better for book authors and copyright recipients to register their work at the Directorate General of Intellectual Property (DITJEN HAKI) as legal protection for a work. The public should be more supportive of the world of books by not getting into the habit of pirating books, and law enforcement officials to be more assertive in dealing with individuals who have committed violations so that they are deterred and minimize the violations that are rife, especially in book piracy.

Performance

This article the author dedicates to Allah SWT, my two beloved parents, Mr. Ngadino and Mrs. Ginem, my extended family and friends. The author would like to thank CV. Putra Kertonatan who has agreed as a research location.

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