UNIVERSITI TEKNOLOGI MARA

THE ISSUES OF COPYRIGHT IN MUSICAL WORKS AND ROYALTIES FOR SONGWRITERS AT TAJA ARCHIVE SDN. BHD.: A CASE STUDY ON AWI RAFAEL, ADI PRIYO, ADEEP NAHAR AND SHATHESH

QISTHINA BINTI MUSTAFFA KAMAL

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QISTHINA BINTI MUSTAFFA KAMAL

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CONFIRMATION BY PANEL OF EXAMINERS

I certify that a Panel of Examiners has met on 28 July 2025 to conduct the final examination of Qisthina Binti Mustaffa Kamal on her Masters of Music thesis entitled "The Issues of Copyright in Musical Works and Royalties for Songwriters at Taja Archive Sdn. Bhd.: A Case Study on Awi Rafael, Adi Priyo, Adeep Nahar and Shathesh" in accordance with Universiti Teknologi MARA Act 1976 (Akta 173). The Panel of Examiners recommends that the student be awarded the relevant degree. The Panel of Examiners was as follows:

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ABSTRACT

This thesis examines the practical copyright and royalty issues experienced by Malaysian songwriters within the publishing setting of Taja Archive Sdn. Bhd. (TASB), focusing on four selected cases: Awi Rafael, Adi Priyo, Adeep Nahar, and Shathesh. The study aims to (i) document the copyright and royalty problems that arise in practice for songwriters under TASB, and (ii) clarify how publisher–songwriter contracts and working relationships influence copyright ownership, rights administration, and royalty outcomes. A qualitative case study design was employed using purposive sampling. Data were collected through semi-structured interviews with the four songwriters and relevant stakeholders (publisher, MyIPO, and MACP) and through document review of royalty-related records and dispute materials, including correspondence, invoices, and meeting minutes connected to Adi Priyo's case. Interview and documentary data were analysed using thematic analysis and document analysis, supported by triangulation to strengthen interpretation across sources. Findings indicate that the core "royalty problem" is often not simply non-payment, but limited transparency and verification. Songwriters face difficulty confirming what has been collected, how calculations were derived, and whether the correct rights holders were identified due to incomplete or delayed reporting and restricted access to historical statements. The cases also show that contract clarity and publisher performance shape outcomes: unclear rights grants, revenue categories, splits, and reversion/release processes can create ownership ambiguity and downstream distribution disputes. Documentary evidence from Adi Priyo's dispute illustrates how weak documentation and delayed reporting can prolong recovery of backdated royalties even when parties agree to correct registrations. The thesis recommends strengthening contract terms and documentation practices, improving reporting completeness and explainability, and enhancing verification and dispute-handling pathways to support fairer and more transparent royalty management for Malaysian songwriters.

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INTRODUCTION

1.1 Research Background

This research investigates the issues surrounding copyright in musical works and the distribution of royalties among Malaysian-based songwriters through a case study approach, focusing on four local songwriters—Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh—who are currently signed with Taja Archive Sdn. Bhd. (TASB). In the Malaysian music industry, songwriters rely on copyright protection to ensure legal ownership of their musical compositions and equitable financial compensation from the commercial use of those compositions. This economic importance is also reflected at the national level. A WIPO-commissioned Malaysian study reported that copyright-based industries contributed RM30.2 billion in value added (5.8% of GDP) and approximately 817,000 jobs (7.5% of nationwide employment) in 2005, indicating that effective copyright administration has wider economic significance beyond individual creators (Kanapathy, 2008).

Under the Malaysian Copyright Act 1987 (Act 332), "musical work" is defined as "any musical work, and includes works composed for musical accompaniment" (Copyright Act 1987 (Act 332), s. 3). Copyright law grants songwriters' exclusive rights over their creations, including the right to authorize reproduction, public performance, communication to the public, and adaptation of their musical works. These rights form the legal foundation for the collection and distribution of royalties, such as performance royalties, mechanical royalties, and publishing royalties, which constitute a primary source of income for songwriters. As such, the effective management of copyright is intrinsically linked to a songwriter's ability to receive appropriate royalty payments when their works are used commercially (Beall & Lindsay, 2004).

Despite the existence of copyright legislation, many Malaysian songwriters continue to face challenges related to royalty entitlement, collection, and transparency. These challenges may arise from limited legal literacy, unclear contractual arrangements with publishers, misunderstandings regarding copyright ownership, or inefficiencies in royalty administration. Consequently, some songwriters experience delayed payments, inaccurate royalty calculations, or a lack of clarity about how their works generate income. Such issues are particularly prevalent among emerging songwriters, who may lack industry experience, as well as veteran songwriters, who may have entered into agreements without fully understanding their long-term implications.

This study focuses on the experiences of Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh, all of whom previously encountered issues relating to the copyright ownership of their musical works and the subsequent impact on royalty earnings. These issues were later addressed through their professional engagement with Taja Archive Sdn. Bhd., which acts as a music publisher responsible for copyright administration, royalty collection, and rights management on behalf of the songwriters. By examining how TASB manages copyright and facilitates royalty distribution, this research highlights the role of music publishers in safeguarding songwriters' economic and legal interests within the Malaysian music industry.

Using a qualitative case study methodology, this research draws on documentary analysis, industry literature, and empirical data obtained from selected cases to explore the relationship between songwriters and publishers within the Malaysian copyright framework. By integrating qualitative data from the case studies, the research aims to provide a comprehensive understanding of the copyright and royalty issues faced by songwriters, as well as the mechanisms implemented by TASB to address these challenges.

Ultimately, this study aims to contribute to the broader academic and practical understanding of musical work copyright and royalty management in Malaysia. It aims to provide valuable insights for songwriters, publishers, and policymakers by highlighting common pitfalls and best practices in copyright administration. It is hoped that this research will raise awareness among both emerging and established songwriters regarding their rights and royalty entitlements (Farish, 2011), thereby fostering a more informed, transparent, and sustainable music industry in Malaysia.

1.2 Problem Statement

Despite the existence of copyright legislation and collective management systems in Malaysia, songwriters continue to face persistent challenges in understanding, claiming, and receiving royalties owed to them for the exploitation of their musical works. One of the most prevalent issues within the Malaysian music industry is the lack of knowledge and awareness among songwriters regarding the collection, calculation, and distribution of music royalties. This deficiency has resulted in situations where songwriters are unable to effectively assert their financial rights or identify irregularities in royalty payments.

According to Mahmud (2020), songwriters are strongly encouraged to be aware of their rights following a controversy involving a licensing body that distributed royalties without conducting proper audits. Additionally, media reports noted that the Malaysian Anti-Corruption Commission (MACC) launched a probe into alleged misappropriation of music royalties, underscoring governance and accountability concerns in royalty administration (Malay Mail, 2020). This incident highlights systemic weaknesses in transparency and governance within royalty administration and underscores the vulnerability of songwriters who lack adequate legal and procedural knowledge of copyright protection and royalty mechanisms in Malaysia. When songwriters are unfamiliar with how royalties are collected and distributed, they are less equipped to question discrepancies or pursue legitimate claims.

From a theoretical standpoint, existing copyright discourse often frames authors' rights through moral and philosophical justifications; however, the practical realities of revenue distribution within the contemporary music industry reveal an imbalance of interests between creators and corporate entities (Wu, 2018). In practice, songwriters frequently encounter issues such as the absence of royalty statements, lack of documentation supporting payments, and the use of complex contractual terminology that obscures their true entitlements. These practices contribute to an environment of limited transparency and accountability among publishers, record labels, and royalty administrators.

The problem is further exacerbated by the songwriters' own limited understanding of ethical standards, standard operating procedures, and administrative processes related to music royalties in Malaysia. Many songwriters are unfamiliar with essential procedures such as registering their musical works, understanding royalty eligibility criteria, interpreting royalty reports, or recognising the roles of Collective Management Organisations (CMOs) such as the Music Authors' Copyright Protection (MACP) and Public Performance Malaysia (PPM) (Aziz & Abd Wahab, 2022). This lack of procedural knowledge leaves songwriters—particularly newcomers—vulnerable to exploitation, inequitable contractual arrangements, and long-term financial loss (Farish, 2011).

An illustrative case is documented in ***A Newbie Musician's Guide to CMOs, Royalties, and Rights*** (**Ect, 2016**), in which Malaysian singer-songwriter Farah Kamsari reported receiving RM500 in royalties during the first fiscal year of her debut song. Despite this payment, she was not provided with any formal documentation detailing how the royalty amount was calculated. Kamsari further revealed that her publisher and record label acquired full ownership of her song "Gula-Gula Getah" in exchange for a nominal payment, accompanied only by a verbal assurance of a 10% airplay royalty share. The absence of written agreements and royalty statements left her uncertain about her financial entitlements and unable to verify whether she had received fair compensation. As a new entrant to the mainstream music industry, she refrained from challenging the arrangement due to her lack of awareness of her rights and available legal recourse.

Royalty disputes in Malaysia extend beyond individual songwriters to encompass systemic conflicts involving copyright enforcement. As reported in Billboard's article "Malaysian Royalties Feud Escalates" (Leo, 2005), a dispute arose between Malaysia's collecting societies and the Federation of Malaysian Electrical Appliances Dealers' Association (FOMEDA), which allegedly exploited a contractual loophole to avoid paying public performance royalties while using music to attract customers. Although the Copyright Act permits legal action against the unlicensed use of musical works, such cases reveal ambiguities in enforcement and the misuse of copyright exemptions, ultimately affecting royalty revenues for songwriters.

Although numerous news reports and industry discussions have highlighted cases of copyright misuse and royalty disputes in Malaysia, there remains a notable lack of academic literature detailing the practical processes of royalty reporting, enforcement, and dispute resolution within the Malaysian music industry. Information regarding procedures such as MACP membership registration, submission of musical works, interpretation of royalty statements, and formal reporting of copyright misuse is not widely disseminated to the public. This gap between legal provisions and practical implementation continues to disadvantage songwriters.

In light of these issues, there is a clear need for focused research examining the copyright and royalty challenges as experienced by songwriters within real-world industry contexts. This study addresses this gap by investigating the experiences of four Malaysian songwriters—Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh—who are signed to Taja Archive Sdn. Bhd. Using a case study approach, this research seeks to analyse the copyright and royalty issues encountered by these songwriters and to evaluate the role of Taja Archive Sdn. Bhd. in managing, protecting, and resolving royalty-related concerns. In doing so, the study aims to contribute meaningful insights towards improving transparency, awareness, and fairness in the management of musical work royalties in Malaysia.

1.3 Research Objectives

a) To investigate copyright royalty issues in musical works experienced by Malaysian songwriters through a case study of selected songwriters under Taja Archive Sdn. Bhd.
b) To examine how contractual arrangements and publisher-songwriter relationships influence copyright ownership and royalty distribution.

1.4 Research Question

i) What copyright-related issues in musical works are experienced by the selected Malaysian songwriters under Taja Archive Sdn. Bhd.?
ii) How do publisher-songwriter relationships and contractual agreements influence copyright ownership and royalty distribution?
iii) What improvements can be made to enhance transparency and fairness in royalty management for songwriters in Malaysia?

1.5 Scope and Limitation of the Study

This study exclusively examines issues related to copyright in musical compositions and the management of royalties. In the context of Taja Archive Sdn. Bhd. (TASB), this is achieved through a qualitative case study methodology that concentrates on specific Malaysian songwriters. The study focuses exclusively on songwriters Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh, with primary data derived from their professional experiences. The results are not meant to show what happens to all Malaysian songwriters; instead, they are meant to show the specific situations, practices, and problems that are clear in the selected cases.

First and foremost, the study concentrates on songwriters who are based in Central Malaysia and are employed there, specifically in the cities of Kuala Lumpur and Selangor. From these locations, a significant portion of the Malaysian music industry is based. Further, the overall geographic scope is still limited, despite the fact that one of the participants has professional connections outside of Malaysia. In light of this, it is possible that the findings do not accurately reflect the ways in which the administration of copyright and the practices of royalty vary in other regions of Malaysia, such as East Malaysia or rural areas.

In the year 2023, the majority of the data collection was carried out through the use of semi-structured interviews and subsequent communications. Interviews were carried out through channels that were easily accessible, such as online platforms and communication via WhatsApp messenger. When it was not possible to schedule an interview session, one of the participants emailed their written responses to the questions that were asked during the interview. Because of these methods, it was much simpler to get in touch with the participants, and it was also possible to follow up with them in a timely manner for clarification. On the other hand, the use of written and online formats can reduce the likelihood of prolonged probing and observation, which are typically components of lengthy in-person interviews being conducted. In addition, relying on self-reported narratives may result in the introduction of subjectivity, given that the responses of participants are based on their own personal experiences and memories.

In this study, a variety of institutional perspectives from key stakeholders are incorporated. These perspectives include a representative from the Trade and Industry Board of Malaysia (TASB), a representative from the Intellectual Property Corporation of Malaysia (MyIPO), and any relevant documents associated with a particular songwriter case, if they are available. However, not all of the influential figures in the Malaysian music industry are taking part in the process. This is a significant difference. There is not a comprehensive systemic assessment of Malaysia's entire copyright and royalty ecosystem that is provided by the analysis. This ecosystem includes all collective management organisations, record labels, and regulatory authorities. Rather than that, it focusses on the experiences of songwriters and juxtaposes those experiences with particular institutional inputs and documentary evidence.

In spite of these limitations, the study offers in-depth insights into copyright and royalty issues that were experienced by a selection of songwriters within a practical publishing environment. This contributes to a better understanding of the dynamics between songwriters and publishers in Malaysia as well as the practices that are generally used for royalty management.

1.6 Significance of Study

This study's findings have the potential to offer significant contributions to academic scholarship and industry practice in the Malaysian music industry. This research primarily aids veteran and emerging songwriters in Malaysia by providing a practical guide to copyright ownership, royalty entitlements, and contractual obligations concerning their musical works. This study seeks to elucidate essential elements of copyright law and royalty systems, thereby equipping songwriters with the requisite knowledge to make informed decisions when engaging in contractual agreements with music publishers and other industry participants.

Heightened awareness of copyright and royalty rights may empower songwriters to more effectively safeguard their intellectual property and optimise revenue generated from their creative endeavours. According to Beall and Lindsay (2004), when songwriters confer rights to music publishers, the publishers are tasked with issuing licenses and clearances for the utilisation of musical works in commercial settings, including advertising, broadcasting, and television programming. Licensing activities produce revenue for publishers, which subsequently establishes the foundation for royalty payments to songwriters. Comprehending this process enables songwriters to more effectively assess the equity of royalty agreements and oversee the utilisation of their creations.

This study enhances comprehension of music licensing and royalty collection mechanisms in Malaysia, specifically regarding types of music copyright, fee collection, and copyright enforcement. This research underscores the significance of lawful usage practices and transparent royalty administration, as failure to secure appropriate permission or clearance from copyright owners may constitute copyright infringement (Yuan, 2004). The insights generated may therefore aid music publishers, collective management organizations, and regulatory bodies in enhancing communication, transparency, and optimal practices in royalty management.

This research fills a void in Malaysian-focused literature by offering empirical evidence derived from actual case studies involving songwriters and prominent industry institutions. This study enhances the existing knowledge on copyright administration and music publishing practices in Malaysia by analyzing copyright and royalty issues from the perspectives of both creators and industry stakeholders. Ultimately, the findings seek to foster the advancement of a more informed, equitable, and sustainable music industry that acknowledges and safeguards the economic rights of songwriters.

CHAPTER 2
LITERATURE REVIEW

2.1 Introduction

The purpose of this chapter is to examine the existing literature concerning copyright in musical works and royalty management for songwriters, with a specific emphasis on the Malaysian music industry. A theoretical, legal, and industry-based foundation will be established through the course of this literature review in order to facilitate an investigation into the ways in which copyright ownership and royalty systems influence the economic rights of songwriters. Previous research indicates that copyright laws and royalty mechanisms are essential to the maintenance of creative labor in the music industry; however, the practical implementation of these mechanisms frequently presents difficulties for songwriters (Beall & Lindsay, 2004; Throsby, 2002).

There is a distinction made in scholarly literature between musical works, compositions, and sound recordings. This distinction highlights the fact that copyright protection encompasses not only the physical notation or recordings but also the underlying intangible creative expression (Brauneis, 2014). This distinction is extremely important because the ownership of copyright to a musical work serves as the legal foundation for licensing activities and the entitlement to royalties within the industry. The economic value that is embedded in copyright ownership is highlighted by the fact that contemporary composers are increasingly placing a higher priority on the registration of musical works due to the commercial significance and revenue-generating potential of these works, as Brauneis (2014) points out.

In the field of music scholarship, the dual identity of music as both a cultural and commercial entity is recognized and acknowledged. Despite the fact that it is a primary medium for artistic and cultural expression, music is a part of a global industry that is highly commercialized (Throsby, 2002). This duality is brought into equilibrium by copyright law, which grants creators exclusive economic rights. This means that creators are able to grant permission for their works to be copied, performed in public, and communicated in exchange for monetary compensation (Yuan, 2004; Pitt, 2010). If they do not have adequate copyright protection, songwriters run the risk of losing control over their creative work as well as the money they make from it.

Furthermore, the literature highlights the significance of royalty systems as a means of ensuring that songwriters are compensated for the use of their musical creations or compositions. Generally speaking, royalties are paid out whenever someone reproduces music, performs it in public, or synchronizes it with other forms of media (Beall & Lindsay, 2004; Pitt, 2010). According to Beall and Lindsay (2004), they are managed by a combination of individual music publishers and collective management organizations. However, numerous studies indicate that there are ongoing challenges regarding transparency, documentation, and comprehension of royalty distribution processes. These challenges disproportionately affect songwriters who do not have sufficient legal or industry expertise (Wu, 2018).

In Malaysia, copyright administration and royalty collection are governed by statutory law and institutional frameworks. The Copyright Act legally safeguards musical compositions. Regulatory and collective entities such as the Intellectual Property Corporation of Malaysia (MyIPO) and Music Authors' Copyright Protection (MACP) play a crucial role in copyright management and the collection of public performance royalties (Yuan, 2004). Music publishers assist songwriters in managing their licenses and royalties by serving as intermediaries between the creators of music and its users. The existing literature suggests that the effectiveness of these relationships significantly influences songwriters' ability to secure fair and timely remuneration.

Prior research indicates that a lack of knowledge regarding copyright law, royalty mechanisms, and contractual agreements can adversely affect the careers of songwriters (Blume, 2006; Wu, 2018). This issue is especially significant for songwriters whose primary income derives from musical work royalties instead of live performances or recording activities. Despite increased discourse surrounding copyright and royalties, empirical, case-based research on the lived experiences of Malaysian songwriters and their interactions with publishers and copyright institutions remains insufficient.

This chapter analyses literature related to several essential themes, including the definition of musical works, copyright law concerning musical work, classifications of music royalties, the role of collective management organisations, songwriter-publisher relationships, and the challenges faced by songwriters in royalty management. This chapter synthesises various perspectives to lay the conceptual groundwork for the subsequent qualitative case study on Taja Archive Sdn. Bhd. and selected Malaysian songwriters—Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh—while identifying gaps in the existing literature that this research seeks to address.

2.2 Copyright of Musical Works

"Copyright" is a legal term describing the rights of creators over their literary and artistic works. Copyright encompasses a variety of works, including literature, music, visual arts, films, software, databases, advertisements, cartography, and technical illustrations (Ismail, 2025). Copyright operates as a core mechanism that incentivizes creative output by granting creators legally enforceable exclusive rights. Intellectual property laws are often justified on the basis that exclusive rights provide creators with incentives to produce and improve creative works by enabling control over exploitation and value extraction within a defined period (Cottier & Germann, 2008; WIPO, 2004). In the music industry, copyright protection is particularly important because songwriters' economic returns are commonly derived from licensing and royalty systems attached to the use of their musical works (Beall & Lindsay, 2004; Towse, 2001).

2.2.1 Definition of Musical Works

According to copyright law, a musical work is an original idea that is expressed in music, such as melody, harmony, rhythm, and structure, with or without lyrics. The Copyright Act in Malaysia says that a musical work is "any work of music or musical composition, with or without words" (Malaysia, 2013). This definition makes it clear that copyright protection applies to the music itself, not just to the physical copies of it.

A further explanation that can be found in scholarly literature is that musical works are intangible creations that exist independently from the mediums through which they are communicated. As an example, Brauneis (2014) makes the observation that musical works are distinct from their fixation in written notation or audio form. Scores and recordings may serve as evidence of the work, but they are not the work itself. There is a significant difference between the ownership and licensing rights associated with a musical work and the rights associated with a sound recording or a performance. This distinction is extremely important.

For this reason, it is important to separate musical works from sound recordings and performances. Each type is protected by a different set of rights and may bring in different amounts of money. A sound recording is a way to keep sounds (like a recorded track), and it usually has to do with producers or record labels. A performance is when performers play or sing a musical work. These separations are important because royalties connected to the musical work, like public performance royalties, mechanical royalties, and synchronisation fees, mostly go to the songwriter or publisher. On the other hand, royalties connected to sound recordings or performances may go to other rights holders (Beall & Lindsay, 2004).

Understanding these legal and conceptual distinction is essential in royalty administration, especially when ascertaining who is entitled to remuneration when a song is broadcast, publicly performed, reproduced, or utilised in audiovisual media. A lack of clarity regarding the distinctions among musical works, recordings, and performances may lead to confusion in contractual agreements and licensing practices, potentially impacting royalty entitlement and transparency (Wu, 2018). Thus, elucidating the definition of musical works establishes a crucial basis for examining copyright and royalty challenges encountered by songwriters in Malaysia.

2.2.2 Copyright Protection of Musical Works (Malaysia)

In Malaysia, music works are automatically protected by copyright, and there is no need for a formal registration system. According to the Intellectual Property Corporation of Malaysia (MyIPO), "there is no registration for copyright in Malaysia," and a work "is protected automatically upon creation" (Intellectual Property Corporation of Malaysia [MyIPO], 2023). MyIPO also produces public awareness materials to explain these principles to creators in plain language, including Copyright in an Internutshell (Sheikh Khalid et al., 2020). This method is in line with the international "no-formalities" principle found in Article 5(2) of the Berne Convention for the Protection of Literary and Artistic Works, which says that enjoying and using copyright "shall not be subject to any formality" (Berne Convention for the Protection of Literary and Artistic Works, 1886/1979, art. 5(2)). In practice, songwriters are protected as soon as they finish writing the song, even before it is released commercially or published.

2.2.2.1 Eligibility and subsistence of copyright in musical works

The Copyright Act 1987 (Act 332) explicitly states that musical works are eligible for copyright protection (Copyright Act 1987 [Act 332] [Malaysia], s. 7). The

Act unequivocally states that works are protected regardless of their quality or the reasons for their creation. This indicates that protection is not contingent upon artistic merit or commercial value (Copyright Act 1987 [Act 332] (Malaysia), s. 7(2)). The Act also illustrates a fundamental copyright principle: it does not safeguard a "idea, procedure, method of operation, or mathematical concept as such." Copyright exclusively safeguards the expression of a work, rather than the underlying ideas (Copyright Act 1987 [Act 332] (Malaysia), s. 7(2A)).

The Act says that for a literary, musical, or artistic work to be protected, it must have been written down, recorded, or otherwise made into a material form (Copyright Act 1987 [Act 332] (Malaysia), s. 7(3)). Songwriters usually meet this "material form" requirement by using lyric sheets, musical notation, demo recordings, digital audio workstation (DAW) session files, or other forms of recorded fixation that can be used as evidence.

2.2.2.2 Qualification for protection (territorial connection)

Beyong eligibility, the Act sets out qualification for protection, which determines when Malaysian law will recognise copyright subsistence. Under section 10, copyright subsists where the author (or any author in a case of joint authorship) is a qualified person at the time the work is made, and it also subsists where eligible works are first published in Malaysia, among other qualifying connections (Copyright Act 1987 [Act 332] (Malaysia), s. 10). These provisions are particularly relevant in contemporary songwriting practice, where collaborations, publishing arrangements, and releases frequently involve cross-border contributors and international distribution channels.

2.2.2.3 Duration of protection

For musical works, copyright lasts for the author's life plus 50 years after they die (Copyright Act 1987 [Act 332] (Malaysia), s. 17). The Act also lays out specific rules for situations like posthumous publication and joint authorship, where the length of time is based on the last living author (Copyright Act 1987 [Act 332] (Malaysia), s. 17). This statutory duration is directly related to royalty entitlement because it sets the time frame in which a songwriter or rights holder can control how the work is used and get royalty payments before it becomes public domain. Beyond the statutory position, debates about ***how long*** copyright should last in Malaysia have also been influenced by international trade-policy discussions, and this broader policy context can affect the long-term “monetisation window” available to songwriters and their successors (Azmi & Alavi, 2017).

2.2.2.4 Proving ownership and strengthening evidence (without registration)

Even though copyright protection happens automatically, disputes usually come down to proving who wrote the work, who owns it, and when it was made. MyIPO lists useful ways to prove ownership, such as making a statutory declaration under the Statutory Declarations Act 1960 or keeping documents that show how the work was made (MyIPO, 2023). Malaysia also has an optional system called voluntary notification, which is governed by the Copyright (Voluntary Notification) Regulations 2012. This system includes procedural requirements like filling out certain forms, sending in a copy of the work, and making a statutory declaration (Copyright (Voluntary Notification) Regulations 2012 (Malaysia)). These rules let people enter an administrative register and get a certificate or extract. This can help make things clearer when there is a dispute over who owns something.

Scholarly commentary on Malaysia's recent copyright reforms indicates that voluntary notification has emerged as a significant administrative improvement, complementing advancements in collective management and enforcement mechanisms (Khong, 2022). For songwriters, these legal and administrative aspects are especially important because disputes over royalties often involve questions about who owns the musical work, what rights were given or licensed, and whether there is proof to back up claims for payment.

In short, copyright protection for music in Malaysia is based on (i) automatic protection when the work is made without registration, (ii) eligibility criteria based on originality and material form, (iii) qualification rules under Malaysian law, and (iv) duration provisions that set the monetisation period. These foundations are central to this thesis, as royalty and contractual disputes frequently arise from misunderstandings or weak documentation surrounding these protective rules.

2.2.3 Exclusive Rights of Authors of Musical Works (Economic and Moral Rights)

Copyright protection grants authors of musical works a bundle of exclusive rights, which form the legal foundation for licensing and royalty generation in the music industry. Under Malaysian copyright law, the author of a musical work is recognised as the creator of the work, including the composer who creates the melody and musical structure and the lyricist who writes the accompanying words (Copyright Act 1987 [Act 332] (Malaysia), s. 3). These authors are vested with exclusive rights that allow them to control how their musical works are used, distributed, and commercially exploited.

In accordance with the Copyright Act, authors of musical works are granted a variety of economic rights. Among these are the exclusive rights to reproduce the work, to perform it in public, to share it with other people, to broadcast it, to give copies away, and to make it available online (section 13 of the Copyright Act 1987 (Act 332) in Malaysia). By exercising these rights, authors are able to decide whether or not they want their music to be used, and they are typically compensated for their efforts in the form of royalties. As long as there are no legal restrictions or exceptions, the owner of the copyright has the legal right to allow or prevent others from using the musical work (Copyright Act 1987 [Act 332] [Malaysia], section 13; World Intellectual Property Organisation, 2004). Copyright is exclusive, which means that the owner has the legal right to stop people from using the musical work.

The application of these economic rights is intricately connected to licensing frameworks that are managed either directly by the author or through intermediaries such as music publishers and collective management organisations. The frequency with which a musical composition is used in public performances, reproductions, and broadcasts is what determines the commercial value of the composition, as stated by Beall and Lindsay (2004). Every one of these applications has the potential to bring in royalty income for the songwriter on multiple occasions. For this reason, the ability to govern and authorise these economic rights is absolutely necessary for the songwriter to be able to maintain their income without interruption. According to Ismail (2025), economic rights give creators the ability to exploit their works for their own personal financial benefit by regulating how they are used with their works. It is possible to assign, sell, or license these rights, but this is contingent upon the contractual stipulations (pp. 25–29).

In addition to economic rights, authors of musical works are also entitled to moral rights, which protect the personal and reputational connection between the author and the work. Ismail (2025) explains that moral rights recognise a musician's continuing connection with their creative work and reflect the principle that both the creator and the work should be respected through proper recognition and protection against harmful treatment (pp. 25–29). Internationally, the *Berne Convention for the Protection of Literary and Artistic Works* recognises moral rights by providing that authors have the right to claim authorship of their work and to object to distortions or modifications that could harm their honour or reputation (Berne Convention for the Protection of Literary and Artistic Works, 1886/1979). In Malaysia, similar protections are provided under the Copyright Act, including the author's right to be identified and the right to object to certain prejudicial distortions, mutilations, or modifications of the work (Copyright Act 1987 [Act 332] (Malaysia), s. 25).

In his article, Ismail (2025) highlights a contractual issue that is relevant to songwriter-publisher agreements. He explains that moral rights, particularly attribution, may require written assertion, and that certain contracts may attempt to secure waivers or restrictions of these protections (pp. 25–29). Because moral rights protect authorship recognition and integrity even when publishers control or license economic rights to third parties, this is an important aspect of the relationship that exists between songwriters and publishers. The right of attribution, also known as paternity, and the right of integrity are typically included in the category of moral rights, according to CISAC (2015). This lends credence to the notion that the primary purpose of moral rights is not to directly generate financial gain but rather to safeguard one's identity and reputation.

The distinction between moral rights and economic rights is crucial in the context of the relationship between songwriters and publishers. Moral rights serve as personal protections for the author, remaining with them, whereas economic rights may be licensed or transferred to others for exploitation and royalty management (Ismail, 2025, pages 25–29; Copyright Act 1987 [Act 332] (Malaysia), section 25). Songwriters may inadvertently relinquish control over significant aspects of their work if they fail to comprehend this distinction. They may also refrain from requesting compensation when their music is utilised for commercial purposes.

The primary legal instruments safeguarding musical creativity and enabling authors to generate revenue are their exclusive rights, encompassing both moral and financial dimensions. This study examines contracts, licensing agreements, and royalty payments, all of which are predicated on these rights. Malaysian songwriters must possess extensive knowledge of copyright and royalty legislation.

2.2.4 Royalty Streams from Musical Work Rights (Performance, Mechanical, and Synchronisation)

The exclusive rights attached to a **musical work**—the underlying composition comprising melody and (where applicable) lyrics—provide the legal basis through which songwriters and music publishers license uses of the work and receive **royalties** (Copyright Act 1987 [Act 332] (Malaysia), s. 13; Ismail, 2025). In copyright practice, it is widely recognised that a single song may involve multiple protected subject-matters, most notably the **musical work (composition)** and the **sound recording (master)**; however, the present study focuses on **musical work rights** because these are the rights most directly associated with songwriters' authorship and publishing-side remuneration (Ismail, 2025).

Ismail (2025) conceptualises the commercial pathway of copyright exploitation as a chain of **copyright → licence → royalties**, emphasising that royalty income is typically realised through the licensing of protected rights and the subsequent accounting and distribution of fees collected from authorised uses. This framing aligns with Malaysian copyright law, which grants the copyright owner the exclusive right to control restricted acts and to permit uses through licensing arrangements that form the basis for remuneration (Copyright Act 1987 [Act 332] (Malaysia), s. 13).

2.2.4.1 Public performance and communication-related royalties

The public performance and communication of musical works, such as when they are used in broadcasting or in public places, comprise a significant portion of the revenue that is generated by these works. These uses are based on the exclusive economic rights of the owner of the copyright, and they are typically paid for through licensing agreements that allow the work to be used over and over again, resulting in financial gain for the songwriter (Beall & Lindsay, 2004; Copyright Act 1987 [Act 332] (Malaysia), section 13). It is possible that standard identifiers in Malaysia, such as the ISWC for musical works and the ISRC for sound recordings, could be of assistance in keeping track of each of these uses and providing credit for them. All of the stakeholders will find it much simpler to report and manage them as a result of this (Ismail, 2025).

2.2.4.2 Mechanical-type exploitation and reproduction-linked royalties

Mechanical royalties, which are associated with the reproduction of the work in both physical and digital formats, are a secondary significant source of revenue that is associated with musical compositions. According to Ismail (2025), mechanical royalties are generated whenever a song is reproduced for distribution, and mechanical licensing typically involves negotiations between the composer and/or publisher regarding terms for reproduction-based uses. Ismail explains that mechanical royalties are generated when a song is generated. In the context of Malaysia, Ismail (2025) makes the observation that the administration of mechanical royalties does not have a dedicated Mechanical Rights Organisation (MRO). This lack of an MRO makes it even more important to have contractual clarity and negotiated licensing agreements in order to guarantee accurate royalty distribution. Copyright Act 1987 [Act 332] (Malaysia), section 13 recognises reproduction as a restricted activity that requires authorisation from the owner of the copyright. This stream is in accordance with the Copyright Act's recognition of reproduction as a restricted activity.

2.2.4.3 Synchronisation (sync) uses, licensing, and royalty implications

Synchronisation, also known as sync, is the process by which a musical composition is used in conjunction with visual media such as film, television, advertising, video games, and online video. This results in the emergence of a third stream. Synchronisation arrangements, which involve the pairing of music that is protected by copyright with visual content, typically require authorisation because of the nature of the arrangement. For the most part, synchronisation licenses are custom-negotiated directly with copyright holders or their representatives, as opposed to being issued through standard blanket licensing agreements (Easy Song, 2025). This is in accordance with industry standards.

Sync exploitation is typically associated with a negotiated fee that is stipulated in the sync license agreement. Additionally, it may result in subsequent payments when the audiovisual production is later broadcast or utilised in ways that invoke performance or communication royalty implications (APRA AMCOS, 2025; Ismail, 2025). This is because sync exploitation is a form of compensation. Consequently, in order to guarantee that songwriters receive appropriate compensation, it is essential to ensure that publishing ownership is transparent, that rights holders are identified, and that documentation of licence scope and revenue distribution is compiled (Ismail, 2025).

2.2.4.4 Additional musical work rights associated with remuneration

In addition to performance, reproduction-linked, and sync exploitation, musical work rights may also generate remuneration through other rights categories that are often less visible to emerging songwriters. Ismail (2025) identifies print rights as relating to the reproduction and distribution of sheet music and songbooks, with income typically arising from sales and licensing arrangements. Ismail also distinguishes grand rights, referring to uses of music in dramatico-musical works (e.g., staged musical theatre) where licensing is generally negotiated directly with the copyright owner rather than administered through standard performance-rights licensing channels. Further, derivative work rights are relevant where a musical work is transformed through adaptation, arrangement, translation, or other transformations; because these uses involve the creation of a new work based on the original, authorisation is typically required and may be monetised through licensing arrangements (Copyright Act 1987 (Act 332) (Malaysia), s. 8; Ismail, 2025).

Overall, the categorisation of royalty streams by musical work rights is analytically important for this research because royalty disputes and perceived inequities frequently emerge from misunderstandings over which right is being exploited, who holds the authority to license that right, and what documentation supports royalty calculation and payment (Beall & Lindsay, 2004; Ismail, 2025).

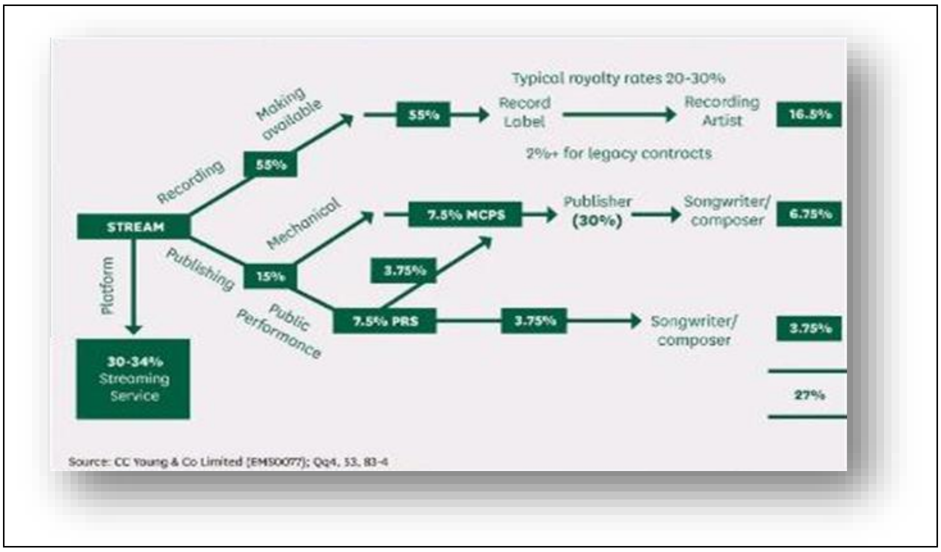

Figure 2.1 Royalty Flow Chart

The royalty flow chart above demonstrates the standard revenue distribution between recording-side and publishing-side rights in streaming exploitation (Morris, 2021). Although Figure 2.1 illustrates the broad logic of revenue flows in streaming exploitation, the practical distribution environment can be more complex because remuneration models differ across digital streaming platforms. In the Malaysian context, Kamal and Tajuddin (2023) stress the importance of helping songwriters understand these platform-level remuneration differences and how streaming activity interacts with other income channels, especially live performances and social media-driven audience engagement. This supports the present study's focus on transparency and verification, because writers need sufficiently detailed reporting to connect platform usage, rights identification, and eventual royalty outcomes (Kamal & Tajuddin, 2023).

2.3 Copyright Law Framework in Malaysia

To examine the challenges faced by songwriters regarding royalties and the impact of contracts on copyright ownership and royalty distribution, one must possess a thorough understanding of copyright governance in Malaysia. The following subsection examines the principles and regulations constituting copyright in music. There is a significant emphasis on the rights of creators and the financial remuneration generated from musical compositions. These rights are safeguarded by Malaysia's legislative framework and national institutions. The Copyright Act 1987, referred to as Act 332, regulates copyright in Malaysia. It was enacted in 1987. The Copyright Act of 1987 (Act 332) in Malaysia delineates the spectrum of protected rights, the procedures required for obtaining a licence or transferring rights, and the penalties for infringement of those rights. This study is particularly relevant to the administrative and supervisory functions of MyIPO. These roles encompass the creation of voluntary notification systems and a governance framework for collective management organisations (CMOs), which serve as crucial intermediaries in the collection and distribution of royalties (Attorney General's Chambers of Malaysia, 2012; Bernama, 2025; Intellectual Property Corporation of Malaysia [MyIPO]). Within the framework of this research project, MyIPO constitutes a vital element.

This section presents an analysis of the Copyright Act of 1987 (Act 332), emphasising the provisions related to royalties and musical works. This study aims to examine how MyIPO facilitates the management and oversight of copyright issues related to collective licensing and royalty administration. This establishes the foundation for the ensuing discourse on creative management organisations (CMOs) and the interactions between publishers and songwriters in Malaysia (Copyright Act 1987 (Act 332) (Malaysia); MyIPO). Moreover, it establishes the essential institutional and legal framework for the discourse.

2.3.1 Overview of the Copyright Act 1987 (Act 332)

The Copyright Act 1987, also known as Act 332, is the primary piece of legislation in Malaysia that governs the protection and enforcement of copyright. The Copyright Act 1987 (Act 332) (Malaysia) is a piece of legislation that establishes the types of works that are protected, the conditions under which copyright exists, the scope of exclusive rights that authors have, rules on ownership and transfer, and the available civil and criminal remedies for infringement. It is particularly important in the context of this research because the Act provides the legal framework that underpins (i) the existence of copyright in musical works, (ii) the restricted acts that generate royalty-bearing uses, and (iii) the legal mechanisms through which licensing and royalty-related disputes may be addressed. In other words, the Act is exceptionally important.

2.3.1.1 Structure and scope of the Act

There are several parts that make up the Act, and they all work together to regulate copyright protection from the point of subsistence all the way through enforcement. Under the provisions of Section 7 of the Copyright Act 1987 (Act 332) of Malaysia, Part II outlines the categories of works that are eligible for copyright protection. These categories include musical works. In Part III, the nature and duration of copyright are outlined. This includes the scope of copyright in literary, musical, and artistic works (section 13 of the Copyright Act 1987 (Act 332) (Malaysia)) as well as the duration rules that are applicable to such works (section 17 of the Copyright Act 1987 (Act 332) (Malaysia)). According to the Copyright Act 1987 (Act 332) (Malaysia), sections 26–27, Part IV is responsible for regulating first ownership as well as the transfer of rights through assignment and licence. In addition, the Act will establish a Copyright Tribunal (Part V), as well as civil remedies and criminal offences for infringement (Part VI), and it will also provide enforcement powers (Part VII) (Copyright Act 1987 (Act 332) (Malaysia)).

2.3.1.2 Works protected and relevance to musical works

For the analysis of songwriter rights, the Act's recognition of musical works as a protected category establishes the foundation (Copyright Act 1987 (Act 332) (Malaysia), section 7). The Act recognises derivative works, which is a term that applies to musical practices like arrangements and adaptations. It does this by giving legal protection to works that are based on other works (Copyright Act 1987 (Act 332) (Malaysia), section 8). Whether an output is protected as an original musical work or whether it requires rights clearance because it is derived from an earlier work is determined by these provisions, which establish the baseline for determining whether or not the output is protected.

2.3.1.3 Qualification for protection and territorial connection

The Act includes "qualification" criteria that establish when Malaysian law acknowledges the existence of copyright. These regulations encompass associations pertaining to authorship status (e.g. whether the author qualifies as a "qualified person") and/or initial publication (Copyright Act 1987 (Act 332) (Malaysia), section 10). The Act not only identifies works eligible for copyright protection but also includes "qualification" regulations. This is particularly relevant for modern songwriting practices that encompass international collaborations, publishing agreements, and platform-based distribution. The applicability of Malaysian copyright law to a specific musical work is contingent upon qualification rules.

2.3.1.4 Economic rights as the foundation for royalty-generating applications

The compilation of economic right instituted by the Act constitutes the essential legal relationship between copyright and royalties. This confers upon the copyright holder the power to regulate specific restricted activities. Copyright for musical works encompasses the exclusive rights to execute or permit significant actions, including reproduction, public performance, communication to the public, and other uses that generally facilitate royalty streams and licensing agreements, as stipulated in Section 13 of the Copyright Act 1987 (Act 332) in Malaysia. This legislation was enacted in 1987. The economic rights framework facilitates the acquisition of licenses, thereby providing the legal foundation for securing royalties when music is utilised for commercial purposes.

2.3.1.5 Moral rights and authorial protection

Additionally, the Act protects authors by way of moral rights, in addition to providing economic control. Section 25 of the Copyright Act 1987 (Act 332) in Malaysia offers protections related to the identification of the authorship of the work as well as safeguards against the work being treated in a manner that is detrimental to its reputation. The concept of moral rights is conceptually distinct from royalty entitlement; however, moral rights continue to be relevant to the relationship between songwriters and publishers. This is due to the fact that contracts may attempt to address attribution and modification rights, and disputes may arise when authors feel that their reputation has been damaged or that they have not been given the appropriate credit.

2.3.1.6 Ownership, assignment, and licensing (contractual relevance)

In the context of publishing, the ownership and transfer provisions of the Act serve as the legal basis for conducting an analysis of contractual arrangements. Specifically, Section 26 addresses first ownership, while Section 27 governs assignments and licences, which are mechanisms that allow songwriters to transfer or authorise the exploitation of their musical works (Copyright Act 1987 (Act 332) (Malaysia), sections 26–27). In light of the fact that the outcomes of royalties are frequently influenced by the manner in which rights were assigned, whether they were licensed for limited purposes, or whether they were administered under specific contractual terms (for example, administration deals, co-publishing arrangements, or exclusive publishing arrangements), these provisions are particularly important to the second research objective.

2.3.1.7 Statutory mechanism relevant to licensing and royalty disputes

In addition to private contracting, the Act provides institutional mechanism relevant to licensing and royalty-related conflict. The Act establishes a Copyright Tribunal (Copyright Act 1987 (Act 332) (Malaysia), Part V) and includes a specific provision on “dispute relating to royalties” (Copyright Act 1987 (Act 332) (Malaysia), s. 59C). While the detailed operation of these mechanisms is examined further in subsequent sections (particularly regarding institutional roles and royalty administration), their inclusion in the Act underscores that royalty disputes are recognised as a matter requiring formal legal pathways for resolution.

2.3.2 Role of MyIPO in Copyright Administration and CMO Oversight

The Intellectual Property Corporation of Malaysia (MyIPO) is the principal institutional body associated with the administration of Malaysia’s intellectual property system and serves as a key reference point for copyright-related procedures and guidance. In the context of this study, MyIPO is particularly relevant because its functions intersect with (i) administrative mechanisms that support evidentiary clarity in copyright ownership and (ii) statutory governance and oversight arrangements for collective management organisations (CMOs) under the Copyright Act 1987 (Act 332)

(Copyright Act 1987 (Act 332) (Malaysia); Intellectual Property Corporation of Malaysia). Beyond administration and oversight, MyIPO also supports copyright literacy by publishing awareness materials for the public (e.g., Sheikh Khalid et al., 2020).

2.3.2.1 Voluntary notification as an administrative and evidentiary mechanism

In Malaysia, copyright protection is not contingent upon registration; however, the Act offers an optional administrative procedure known as voluntary notification. This mechanism is based on statutory provisions that facilitate the creation and upkeep of a register for notified works and associated information, and it is implemented through subsidiary legislation (Copyright Act 1987 (Act 332) (Malaysia); Copyright (Voluntary Notification) Regulations 2012 (Malaysia)). The Copyright (Voluntary Notification) Regulations 2012 delineate procedural requirements for notifications, necessitating the completion of designated forms and the submission of supporting documentation in compliance with the regulatory framework (Copyright (Voluntary Notification) Regulations 2012 (Malaysia)). This administrative record is typically regarded as beneficial for reinforcing documentation in cases of disputes regarding authorship, ownership, or the chain of title—matters that often intersect with royalty entitlement and contractual distribution in songwriter–publisher relationships (Copyright (Voluntary Notification) Regulations 2012 (Malaysia)).

2.3.2.2 Statutory basis for CMO declaration and regulatory interface

The framework of the Copyright Act for collective management illustrates the significance of MyIPO in the governance of royalties. The Act delineates explicit regulations concerning collective licensing and the designation of collective management organisations. A body corporate must petition the Controller for designation as a CMO and adhere to the stipulations outlined in the Act and its associated regulations (Copyright Act 1987 (Act 332) (Malaysia)). The Copyright (Collective Management Organisation) Regulations 2022 were enacted to implement this framework and delineate the rules that CMOs must adhere to while operating under the declaration regime (Copyright (Collective Management Organisation) Regulations 2022 (Malaysia); World Intellectual Property Organisation, 2022). MyIPO also disseminates public information regarding the CMO ecosystem, including the roster of declared CMOs. This indicates that it provides institutions with a comprehensive understanding of the collective licensing framework in Malaysia pertinent to copyright licensing and royalty collection (Intellectual Property Corporation of Malaysia, 2023).

2.3.2.3 Guidelines and governance expectations for CMOs

Recent legal amendments have amplified the importance of the Controller's role in setting standards for CMO operations. The Copyright Act authorises the Controller to establish regulations pertaining to the declaration and execution of CMOs. The Copyright Act 1987 (Act 332) (Malaysia) mandates that individuals subject to these regulations must comply with them. This legislation officially supports governance standards for the collective management sector regarding transparency, accountability, and procedural conduct. New guidelines for MyIPO have been publicly issued to enhance the transparency and oversight of CMO operations. Consequently, this signifies that the policy is progressing towards improved oversight and governance within Malaysia's copyright licensing framework (Bernama, 2025).

2.3.2.4 Relevance to the presents research

The function of MyIPO are directly pertinent to both research objectives being pursued. The voluntary notification framework and its documentation requirements provide context for substantiating copyright ownership claims in musical works through administrative records during disputes regarding royalties or ownership (Copyright (Voluntary Notification) Regulations 2012 (Malaysia)). Secondly, the statutory declaration framework for CMOs and its accompanying regulations unequivocally delineate the processes for licensing, collecting, and distributing royalties on musical works. The Copyright Act 1987 (Act 332) of Malaysia, the Copyright (Collective Management Organisation) Regulations 2022, and the Intellectual Property Corporation of Malaysia, 2023 significantly influence the emergence and resolution of royalty matters in practice.

2.4 Copyright Collective Management Organisation (CMOs)

Collective management organizations, also known as collecting societies in many jurisdictions, serve as institutional intermediaries that facilitate large-scale copyright licensing and royalty administration in the music industry. CMOs are also referred to as collecting societies. In principle, the existence of CMOs can be attributed to the fact that individual rightsholders, such as songwriters and music publishers, frequently encounter practical challenges when it comes to monitoring widespread usage of their works, negotiating thousands of licenses, and collecting small-value but high-volume royalty payments across multiple users and platforms (Handke, 2013; Haunss, 2013). As mentioned earlier, collecting societies are typically entrusted with the responsibility of managing the commercial use of copyrighted works. This is accomplished through the licensing of users, the collection of fees, and the distribution of royalties to the appropriate rightsholders.

Within the context of Malaysia, the function of CMOs is particularly pertinent to musical works. This is due to the fact that royalty income for authors is frequently generated through repeated uses such as broadcasting, public performance, and communication to the public. These uses require systematic licensing and reporting. For this reason, it is essential to have a solid understanding of the role and structure of CMOs in order to conduct an analysis of the royalty issues that are faced by Malaysian songwriters. This is especially true in situations where royalty entitlement, documentation, and transparency intersect with publisher–songwriter arrangements.

2.4.1 Concept and Functions of CMOs

A collective management organisation (CMO) is generally understood as an organisation authorised by rightsholders to administer copyright uses collectively, particularly where individual licensing and monitoring would be inefficient. In Malaysia, MyIPO defines a CMO (also described as a “Royalty Collecting Body”) as an organisation mandated by the copyright owner to administer rights in the use of copyrighted works by users (MyIPO, 2023). MyIPO further explains that CMOs administer key arrangements such as licensing of copyright works, collecting royalties on licences issued, distributing royalties to copyright owners, and initiating enforcement action on behalf of owners based on rights given (MyIPO, 2023).

Internationally, WIPO describes CMOs as institutions that typically monitor when and where works are used, negotiate tariffs and licensing conditions, license uses on behalf of rightsholders, collect fees from users, and distribute royalties to the relevant rightsholders (World Intellectual Property Organization [WIPO], 2004). A more detailed WIPO treatment of collective management also frames the system as a response to practical barriers faced by individual creators and rightsholders, particularly where authorisation and remuneration must be managed across high volumes of uses and users (WIPO, 2004). This administrative rationale is especially relevant to music because royalty-generating uses—such as ongoing public performances and broadcast-type exploitations—often involve repeated, dispersed uses that are difficult for creators to license individually (Haunss, 2013).

The collective licensing model is commonly associated with "blanket" or repertoire-based licensing, where users obtain permission for a broad catalogue of works through a single licence arrangement, thereby reducing transaction costs for both users and rightsholders (Gervais, 2010). At the same time, scholarship notes that collective management frequently develops monopoly-like characteristics within a territory, because a single organisation may effectively control access to a repertoire for particular rights categories, raising governance issues relating to transparency, accountability, and distribution fairness (Handke, 2013). These governance concerns are relevant to royalty administration because a songwriter's ability to verify payment accuracy is often tied to how clearly CMOs communicate licensing bases, usage evidence, and distribution rules (MyIPO, 2023.).

Users are required to obtain a license from a CMO chosen by the owner of the copyright in order to use copyrighted works for commercial purposes as well as for public consumption, as stated by MyIPO in Malaysia. This license could be used for either public consumption or commercial purposes. In addition to being true for one-time events, this is also true for applications that are used on a regular basis in business (MyIPO, 2023). Users have the ability to file a complaint with the Copyright Tribunal if they believe that the licensing rates are unfair (MyIPO, 2023). In addition, MyIPO discusses formal methods for resolving disputes, such as the fact that users have the ability to lodge a complaint with the Copyright Tribunal. CMOs should be regarded not only as organisations that are responsible for collecting royalties, but also as organisations that operate within a structured licensing environment that has a direct impact on the manner in which royalties for musical works are managed and contested in the real world. This is because CMOs are responsible for collecting royalties.

2.4.2 MACP and the Malaysian CMO Ecosystem

The regulatory functions of the Intellectual Property Corporation of Malaysia (MyIPO) are closely connected to collective rights administration in Malaysia because the operation of CMOs is structured through a declaration framework administered via the Copyright Controller. MyIPO states that any organisation intending to operate as a Collective Management Organization must submit an application to the Copyright Controller, and the Controller may declare an organisation if satisfied that the required documents are complete (Intellectual Property Corporation of Malaysia [MyIPO], 2023). Consistent with this institutional arrangement, the Copyright Act 1987 (Act 332) provides that operating as a collective management body without obtaining a declaration constitutes an offence and, upon conviction, may result in a fine of up to RM500,000 (Copyright Act 1987 (Act 332) (Malaysia), s. 27A(8)).

MyIPO also publishes and updates a list of declared CMOs representing different categories of works and rightsholders, which clarifies the organisation of Malaysia's collective licensing environment (MyIPO, 2023). Within the music and sound recordings category, MyIPO lists Music Authors' Copyright Protection Berhad (MACP) as representing songwriters, composers, and music publishers; Public Performance Malaysia Berhad (PPM) as representing recording companies; and Recording Performers Malaysia Berhad (RPM) as representing recording performers (MyIPO, 2023). The existence of multiple CMOs reflects the legal and economic distinction between (i) rights in the musical work (composition/lyrics) and (ii) related rights in the sound recording and performances, which is essential for determining which entity administers licensing and which royalty streams are payable to particular rightsholder categories (MyIPO, 200).

Within this ecosystem, MACP is central to the present study because it is the primary CMO associated with licensing and royalty collection for authors of musical works (songwriters/composers) and music publishers. MyIPO's CMO listing explicitly situates MACP as representing songwriters, composers, and music publishers in relation to musical works (MyIPO, 2023). In practice, MACP presents its operational role as ensuring music users obtain the appropriate licences and specialising in the collection and distribution of royalties for its members (Music Authors’ Copyright Protection Berhad [MACP],2022). This distribution function directly connects to the research focus on songwriter royalty issues, particularly where payments are disputed, delayed, unclear, or insufficiently documented within broader administration processes.

Through the utilisation of reciprocal agreements with affiliated agencies in other nations, a designated CMO is able to acquire royalties for songs that are performed internationally, as stated by MyIPO. These royalties can be obtained for songs that are performed internationally. Similarly, Malaysian songs that are performed outside of the country have the potential to generate royalties that are collected by foreign Collective Management Organisations (CMOs) through reciprocal agreements (MyIPO, 2023). This is a potential source of revenue for Malaysian musicians. The cross-border dimension is significant because the works of Malaysian songwriters are distributed all over the world through digital platforms, international broadcasts, or cross-territory licensing. This provides a significant reason for the significance of the cross-border dimension. It is possible that this will make the processes of reporting, matching, and distribution in royalty management more difficult to accomplish. Digital consumption patterns increasingly involve the internet delivering content across borders, which places added pressure on copyright governance and licensing/royalty systems to function effectively in the online environment (Madiega, 2019).

When it comes to collective administration, academic discussions on Malaysian collective management bring to light the fact that information accessibility and transparency continue to be significant challenges facing the country. Abu Bakar, Abdul Manap, and Mohamed Isa (2020) make the observation that contemporary authors or composers may have a difficult time engaging with CMOs due to the fact that information is difficult to obtain. This is considered to be a potential challenge for these individuals. It is emphasised by Abu Bakar et al. (2022) that transparency requires that members and the general public have access to information that is pertinent to collective management officers (CMOs). This is because transparency dictates that this information should be accessible. According to the overarching problematization of this thesis, which states that disagreements and dissatisfaction with regard to royalties may originate not only from legal entitlements but also from practical administration, these issues correspond with the problematization of this thesis. The clarity of documentation, the communication of distribution regulations, and the creators' comprehension of how collections are converted into payments are all aspects that may be included in this administration.

The Collective Management Organisation (CMO) framework in Malaysia states that a network of systems affects how much money songwriters get from royalties (Lidyana bt Aziz & Abd Wahab, 2022). This has been the case since the CMO framework was set up. This system includes the rules and announcements of MyIPO, the licensing and distribution processes of CMOs, and the contracts that songwriters and publishers use to divide and manage rights and royalties. This is according to the Copyright Act 1987 (Act 332) (Malaysia), section 27A, and the Intellectual Property Corporation of Malaysia (MyIPO), 2023. This case study is relevant to the institutional context as it delineates the structural conditions governing publisher-songwriter agreements and illustrates actual instances of royalty-related disputes (MyIPO, 2023). These conditions include the management of rights by Collective Management Organisations (CMOs), especially MACP, the availability and reliability of usage reporting, and the effectiveness of systems for processing and distributing royalties. Following the dissolution of Music Rights Malaysia (MRM), media reporting noted that MACP, PPM and RPM resumed music royalty collection, reflecting an operational shift back to the individual collecting bodies in Malaysia's royalty administration (Omar, 2020).

Recent developments show that CMO governance and royalty administration in Malaysia remain actively contested. After MyIPO issued the Guidelines of Copyright (Collective Management Organisations) 2025 on 17 January 2025, MACP, PPM and RPM publicly raised concerns about consultation and the legal/operational implications of the guidelines for CMO administration and royalty-related processes (Business Today, 2025; Navalan, 2025). Media coverage reported dissatisfaction among musicians and artistes following the introduction of the new government guidelines and noted that the three main music collective bodies took action in response (Navalan, 2025; The Star, 2025). The dispute later escalated into a legal challenge and wider public debate within the music community, including calls for transparency and accountability in CMO decision-making (Lennox, 2025).

2.5 Music Publishers and Songwriter-Publisher Relationships

Music publishers occupy a central position in the copyright and royalty ecosystem because they help translate musical works into commercial exploitation through licensing, administration, and royalty management. In practice, publishers operate as intermediaries between songwriters (as rights holders) and the commercial users of music, such as record companies, broadcasters, digital platforms, advertisers, and event organisers. Their core economic role is to ensure that musical works are properly documented, licensed, and monetised across different usage contexts, and that royalties are collected and distributed according to agreed contractual shares (Rutter, 2016). This function becomes especially important because musical works can generate income repeatedly through multiple rights categories (for example, public performance, reproduction/mechanical uses, and synchronisation in audiovisual media), which often require different licensing pathways and tracking systems (Scherer, 2021).

In Malaysia, publisher–songwriter relationships must also be understood through the country's institutional and legal environment. Copyright protection generally arises automatically upon creation rather than requiring formal registration, and Malaysia additionally provides a Voluntary Notification mechanism that can support evidence of ownership in disputes (Intellectual Property Corporation of Malaysia [MyIPO], 2023; WIPO, 2004). In terms of royalty collection, collective management organisations (CMOs) play a major operational role in administering certain categories of royalties—especially public performance—on behalf of rightsholders (Music Authors' Copyright Protection [MACP] Berhad, 2023). As a result, publishers frequently act as "copyright and royalty managers" for songwriters by coordinating registrations, maintaining metadata, monitoring uses, and liaising with CMOs and licensees. Where these processes are weak—such as when documentation is incomplete, royalty statements are unclear, or contract language is confusing—songwriters may face reduced bargaining power, delayed payments, and disputes over ownership and entitlement (Wu, 2018).

This subtopic therefore situates music publisher–songwriter relationships as a key dimension for analysing the research problem in this study—namely, copyright and royalty issues experienced by Malaysian songwriters within publisher-linked workflows and agreements.

2.5.1 Role of Music Publishers in Copyright and Royalty Administration

In the field of music practice, there is a widespread misconception that the term "publishing" refers exclusively to activities related to promotion or administration. The music publishing industry is fundamentally a rights-oriented business that is founded on the ownership or control of copyright properties. Practitioner-oriented songwriting guides also emphasise that songwriting is both an artistic craft and a commercial activity, where understanding marketing, rights, and publishing-related income is part of sustaining a songwriting career (Braheny, 1988). Generally speaking, publishers provide assistance to songwriters by (i) recording musical compositions (including authorship divisions, work registrations, and metadata), (ii) licensing the use of those compositions, and (iii) collecting and distributing royalties. It is explained by Rutter (2016) that publishers grant licenses to their clients for the use of their intellectual property in a variety of applications, collect royalties from those applications, and then distribute a predetermined portion of those royalties to the songwriter. This section clarifies the meaning of music publishing and the administrative functions involved.

Public performance royalties, mechanical/reproduction royalties, and synchronisation royalties are the three primary types of royalties that are typically associated with musical compositions (Scherer, 2021). Publishing activities typically correspond with these royalties. The Collective Management Organisations (CMOs) of numerous industry frameworks are responsible for the extensive management of public performance licensing through the use of blanket licenses and usage reporting systems. Following this, royalties are distributed to members in accordance with their distribution policies (MACP Berhad, 2023). By ensuring that works are accurately registered and associated with the appropriate rightsholders, publishers can serve as the administrative partner of the songwriter. This helps to prevent the misallocation of royalties that can occur as a result of inaccurate or missing data.

Given the nature of agreement, the publisher’s legal relationship to a musical work is contingent upon the nature of the agreement. Under the terms of an administrative agreement, the administrator is typically entitled to an administrative fee for the purpose of collecting and distributing royalties; however, the administrator does not automatically acquire ownership of the copyright (Scherer, 2021). With conventional publishing agreements, on the other hand, a publisher has the ability to acquire partial or complete control of rights, which may include the assignment of copyright, depending on the jurisdiction and the framework of the contract. The role of the publisher is inextricably linked to the contractual terms that dictate ownership and exploitation rights. This is due to the fact that different types of deals have different implications for control, approvals, and long-term revenue.

2.5.2 Role Songwriter-Publisher Contracts and Agreements Affecting Ownership, Control, and Royalties.

Songwriter-publisher relationships are largely shaped by contracts, because contracts determine: (i) who owns or controls the copyright, (ii) which rights are licensed, (iii) how income is split, and (iv) what documentation and audit rights exist. This is consistent with the objective of this research, which seeks to bridge relationship gaps. In the music industry, contractual complexity is a common source of disadvantage for creators, particularly where creators have limited legal knowledge or bargaining leverage (Blume, 2006). Where contract language is unclear, songwriters may misunderstand whether they have transferred ownership, granted exclusive control, or merely authorised administration.

Common publishing deal structures discussed in industry and policy literature include:

- **Full publishing / assignment-style agreements** (publisher controls or owns rights for a term/territory and collects publisher income).
- **Co-publishing agreements** (songwriter retains a portion of publishing income and/or ownership while sharing rights/control with the publisher)
- **Administration agreements** (publisher/admin collects royalties and licenses uses for a fee, without necessarily taking ownership)
- **Sub-publishing agreements** (publisher appoints a foreign partner to administer rights in another territory) (Scherer, 2021; Beall & Lindsay, 2004).

Across these structures, several clauses are repeatedly linked to copyright/royalty disputes:

- **Grant of rights and scope (term/territory/rights categories).** Contracts should define whether rights granted include performance, mechanical, sync, print, and new media/digital uses, and whether grants are exclusive or non-exclusive (Scherer, 2021).

- **Royalty split and deductions.** Agreements should specify the songwriter share vs publisher share, administrative fees, commission structures, and whether advances are recoupable (Beall & Lindsay, 2004).
- **Accounting transparency and audit rights.** Where royalty statements are missing, delayed, or difficult to interpret, songwriters may struggle to verify whether distributions reflect actual usage. This links to the wider critique that revenue distribution in the contemporary music market may reflect imbalanced interests when intermediaries control information and documentation (Wu, 2018).
- **Conflict-resolution and ownership verification.** In disputes (for example, where works are wrongly registered or conflicts occur over splits), the ability to prove authorship and contractual entitlement becomes central. Malaysia’s voluntary notification mechanism can support evidence of ownership where relevant, even though copyright itself arises automatically (MyIPO, 2023).

From a practical perspective, the literature emphasises that creators who do not understand the “business side” of rights management risk losing income or control, even when they are creatively successful (Blume, 2006). For this reason, publisher–songwriter contracts should be evaluated not only as legal instruments but also as governance tools that shape the working relationship, the flow of information, and the songwriter’s ability to enforce or verify their rights.

2.5.3 Relevance to the Case Study of Taja Archive Sdn. Bhd. and Selected Songwriters

This study’s focus on Taja Archive Sdn. Bhd. and selected songwriters reflects the importance of examining publisher–songwriter relationships in real institutional settings where copyright ownership, work registrations, royalty collection, and disputes may intersect. A case study approach is appropriate when a study seeks to explain “how” and “why” processes unfold within their real-life contexts, particularly where boundaries between the phenomenon and its setting are not clearly separable (Yin, 2018). In the music industry context, publishers and administrators are not only involved in licensing and royalty collection, but also in documentation, rights coordination, and the management of exploitation across multiple revenue streams (Rutter, 2016; Scherer, 2021).

This relevance is reinforced by the Malaysian copyright environment, where copyright protection generally arises automatically, but administrative mechanisms—such as voluntary notification and accurate rights documentation—can support evidence of ownership and help reduce disputes regarding entitlement (Intellectual Property Corporation of Malaysia [MyIPO], 2023; WIPO, 2004). In addition, collective management organisations play a key role in licensing and distributing certain royalties (especially public performance), meaning that registrations, metadata accuracy, and distribution policies can materially shape what songwriters receive (MACP Berhad, 2023). Prior scholarship also highlights that revenue distribution in contemporary music markets may be characterised by information and power imbalances, particularly where creators lack transparency over calculations, reporting, and contractual deductions (Wu, 2018).

Accordingly, examining publisher–songwriter relationships through the case of Taja Archive enables this research to connect the literature on publishing administration, contracting, and royalty systems to the study's objectives—especially the objective to bridge gaps in working relationships through clearer understanding of contracts and agreements—by analysing how contractual terms, institutional interactions (including CMOs), and documentation practices influence the clarity, transparency, and enforceability of rights and royalties in practice (Rutter, 2016; Yin, 2018).

CHAPTER 3
RESEARCH METHODOLOGY

3.1 Introduction

This chapter explains the methodology used to achieve the study's objectives by applying a qualitative case study design focusing on Taja Archive Sdn. Bhd. (TASB) and selected Malaysian songwriters. A qualitative approach is appropriate because it enables the researcher to understand meanings, experiences, and processes from participants' perspectives, particularly where issues are embedded in real-world contexts (Creswell, 2009; Merriam, 1998). In line with this, a case study design supports an in-depth examination of how copyright ownership, registrations, royalty collection, and relationship dynamics operate within a specific organisational setting (Yin, 2018).

Data for this study are collected through document review/document analysis and semi-structured interviews. Briefly, the interview sample frame includes four TASB songwriters—Awi/Awi Rafael (AR), Adi Priyo (AP), Adeep Nahar (AN), and Shathesh (ST)—selected because they are active songwriters in Malaysia and are under TASB's publishing care. To strengthen the analysis of publisher–songwriter working relationships and the study's objective on clarifying contracts and agreements, key informants from TASB, MyIPO, and MACP are also included. Accordingly, this chapter outlines the research design and case context, sampling and participant selection, data collection procedures, research instruments, data analysis strategy, trustworthiness, and ethical considerations.

3.2 Methodology Design: Qualitative Case Study

The purpose of this research is to investigate the copyright and royalty issues that are faced by Malaysian songwriters who are employed by Taja Archive Sdn. Bhd. (TASB), as well as to investigate the ways in which contracts and relationships between publishers and songwriters have an impact on the ownership of copyright and the distribution of royalties. It is appropriate to take a qualitative approach because the purpose of the study is not to measure variables statistically but rather to gain an understanding of the experiences, interpretations, and meanings of the participants within the context of a real-world industry (Sutton & Austin, 2015; Hammarberg et al. 2016).

3.2.1 Rationale for a Case Study Design

A case study design is suitable when a study aims to examine a contemporary phenomenon in its real-life context, particularly when the distinctions between the phenomenon and its context are ambiguous (Yin, 2018). In this study, disputes over copyright ownership and royalties are inextricably linked to the institutional context in which they occur. This encompasses interactions with publishers, documentation methodologies, and involvement with pertinent organisations and systems. The case study method facilitates an in-depth examination of complex issues influenced by the contextual environment (Merriam, 1998; Zainal, 2007).

3.2.2 Case Boundaries and Unit of Analysis

Within the context of the Malaysian music industry, the bounded case in this study is the copyright and royalty experience of selected songwriters who are signed under TASB. These songwriters include Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh. When it comes to understanding how copyright ownership, registrations, royalty reporting, and contractual clarity play out in practice, the experiences of each individual songwriter serve as an embedded unit (Yin, 2018). This is in direct alignment with the objectives of the study, which are as follows: (i) to investigate copyright royalty issues through the selected cases; and (ii) to examine how contractual arrangements and publisher–songwriter relationships influence copyright ownership and royalty distribution.

3.2.3 Multiple Sources of Evidence within a Qualitative Design

Despite being qualitative, the research employs multiple data sources to enhance the reliability and comprehensiveness of the analysis by integrating diverse evidence (Yin, 2018; Snyder, 2012). This investigation employs the following principal methods based on qualitative case study methodology:

Semi-structured interviews facilitate the acquisition of detailed narratives, elucidate sensitive experiences, and enhance comprehension of institutional perspectives (Sullivan & Sargeant, 2011; Hammarberg et al., 2016). Document review facilitates the examination of written records and communications to ascertain ownership rights, identify claims to royalties, and uncover contractual issues. The interview segment features key individuals engaged in the ecosystem, including the publisher/industry representative and institutional delegates. This elucidates the mechanisms and methodologies for resolving disputes pertinent to songwriter cases. These steps follow established qualitative case study procedures for organising multiple sources of evidence and strengthening credibility through triangulation.

The qualitative case study design facilitates the integration of legal and industry literature regarding copyright, publishing administration, and royalty systems with the actual experiences of selected songwriter cases (Yin, 2018; Merriam, 1998). This is due to its direct response to the research enquiries regarding relational dynamics, contractual transparency, and royalty results. This is accomplished via the execution of a case study design.

3.2.4 Research Design Chart

An overview of the research methodology and workflow for this qualitative case study is presented in Figure 3.1. The sequence is a reflection of the case study practice of drawing on multiple sources of evidence (document review and interviews) and conducting thematic analysis of the data in order to address the objectives of the research (Yin, 2018). When conducting the thematic analysis stage, an inductive methodology is utilised in order to recognise recurrent patterns and meanings that are present throughout the data (Braun & Clarke, 2006). The workflow presented in Figure 3.1 is organised as a step-by-step roadmap to ensure coherence between the research questions, evidence collection, thematic analysis, and final reporting (Bloomberg & Volpe, 2008).

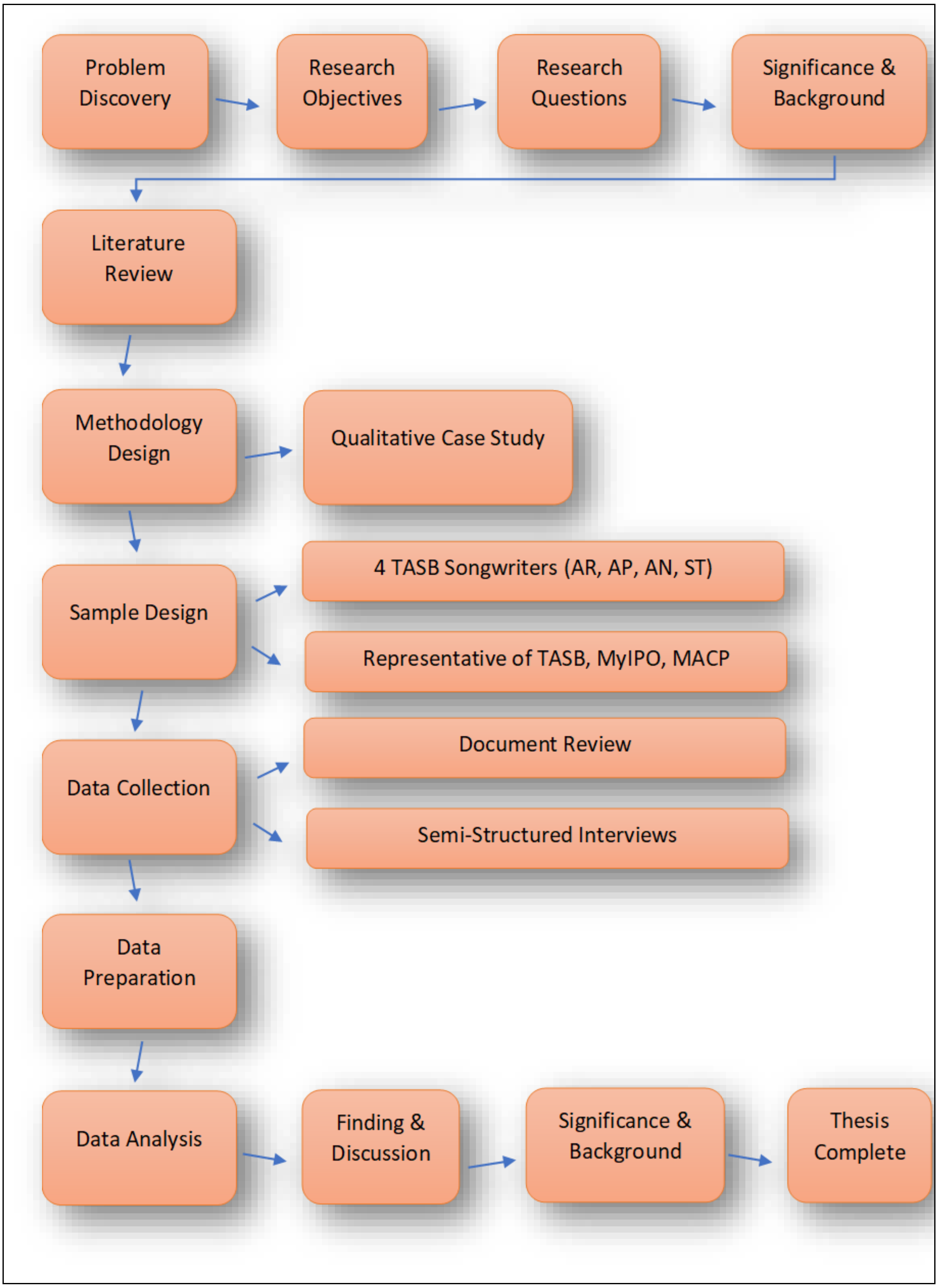

Figure 3.1 Research Design Flow Chart

3.3 Conceptual Framework

A conceptual framework provides a structured way to organise the key concepts in a study and to show how they are expected to relate to one another based on the literature and the research objectives (Merriam, 1998; Yin, 2018). In this research, the conceptual framework is developed to guide analysis of copyright and royalty issues through the case of Taja Archive Sdn. Bhd. (TASB) and selected songwriters, with particular attention to how publisher–songwriter working relationships and contract/agreement clarity shape practical outcomes for rights and royalties.

Building on the literature on music publishing and rights administration, publishers commonly function as intermediaries who administer rights, facilitate licensing, and support royalty collection and distribution under agreed contractual arrangements (Rutter, 2016). In the Malaysian context, the broader system in which royalties are managed includes institutional and collective administration processes, where CMOs declared by MyIPO play roles in licensing and royalty collection, and MACP provides royalty distribution rules and procedures for members and rights holders (MyIPO, n.d.; MACP, 2023). These institutional layers mean that outcomes for songwriters may be influenced not only by legal entitlement, but also by practical processes such as documentation, registration and identification of works, reporting, matching, and distribution procedures (MACP, 2023; MyIPO, 2023).

This study defines copyright and royalty outcomes as influenced by four primary domains within the TASB case context: (i) the quality of the publisher-songwriter working relationship (e.g., communication and role expectations), (ii) the clarity of contracts and agreements (e.g., rights granted, revenue splits, reporting and dispute terms), (iii) documentation and administrative practices (e.g., record keeping that substantiates ownership and royalty claims), and (iv) institutional interactions (e.g., engagement with CMOs and pertinent administrative processes) (MACP, 2023; Rutter, 2016; Yin, 2018). The framework directly supports the study objectives by associating relationship and contract clarity with the practical challenges faced by songwriters concerning the clarity, transparency, and enforceability of copyright ownership and royalty rights.

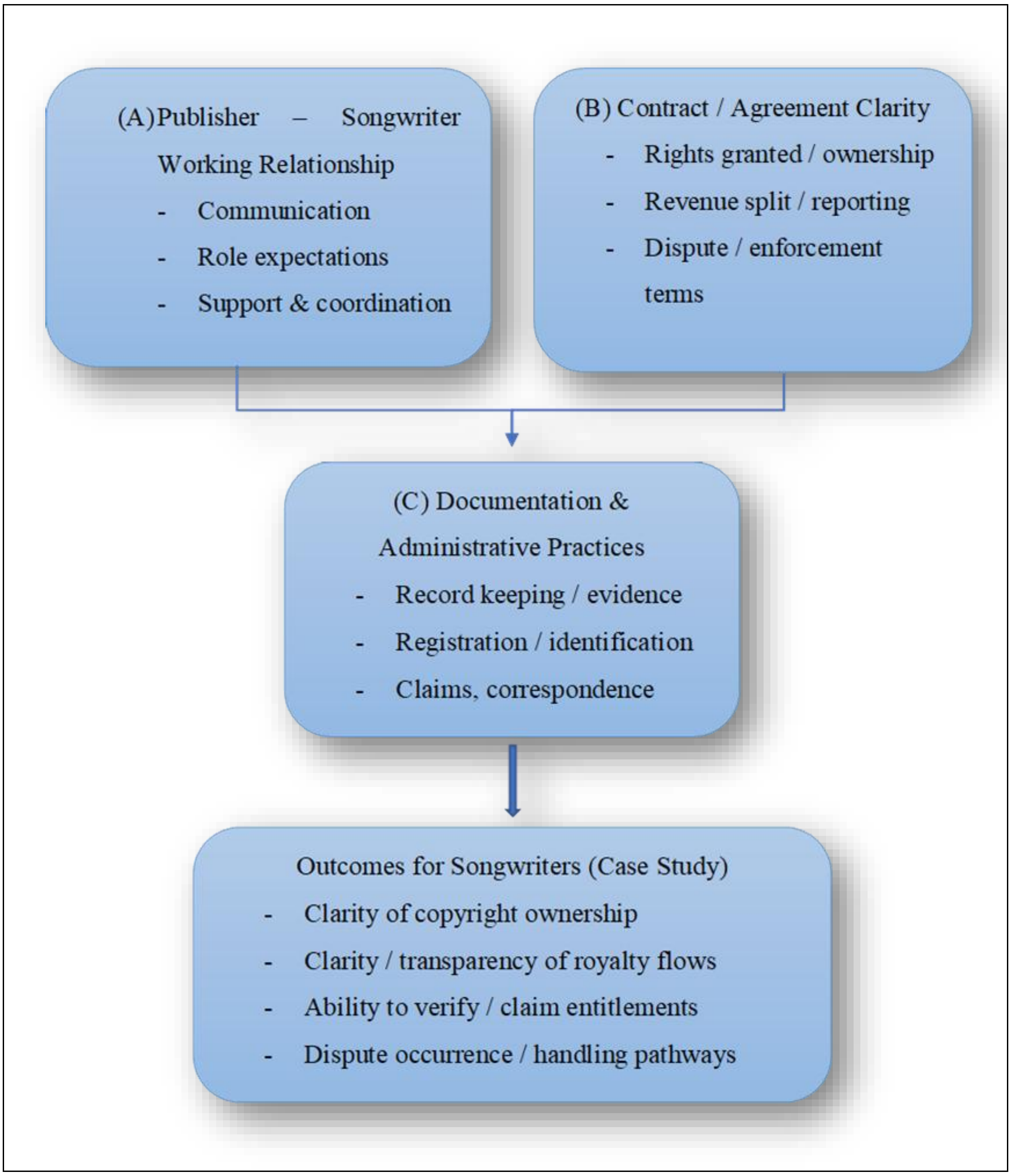

Figure 3.2 Conceptual Framework of the Study

3.4 Case Study Context

This study is set within the Malaysian music publishing and collective management ecosystem, specifically focussing on Taja Archive Sdn. Bhd. (TASB), which serves as the organisational framework for the case study. When the phenomenon under investigation—specifically, copyright ownership, registration, royalty administration, and relationship dynamics—cannot be effectively isolated from its real-world context, a case study is an especially suitable investigative method (Yin, 2018). Merriam (1998) and Yin (2018) assert that context is not merely regarded as "background only" in qualitative case study research. Instead, it is regarded as a factor that affects the outcomes of rights and the real-life situations that songwriters will face.

3.4.1 Organisational Context: Taja Archive Sdn. Bhd. (TASB)

For the purpose of this study, the qualitative case study is conducted within the organisational setting of Taja Archive Sdn. Bhd. (TASB). When the research investigates a phenomenon within its real-life setting, particularly in situations where the phenomenon and the context are closely intertwined, a case study design provides the most appropriate method of investigation (Yin, 2018). TASB provides the institutional context for this research, which aims to investigate how publisher-related processes, such as rights administration, documentation practices, and contract-related arrangements, influence the experiences of songwriters regarding copyright ownership and the outcomes of royalty payments.

According to the Hub of Archives (2023), the TASB is positioned as the publishing arm of the Hub of Archives ecosystem, which also includes other creative functions. This is how the organisation is described to the public. The publisher–songwriter relationship is typically governed by contractual agreements and administrative practices that influence how rights are managed and how royalties are pursued or verified. This organisational context is relevant to the study objectives because of the fact that these practices and agreements influence how rights are managed. In light of this, conducting an analysis of the TASB context is beneficial in establishing the boundaries of the case and elucidating the reasons why this particular setting is suitable for investigating copyright and royalty issues among the selected songwriters within the scope of this research (Yin, 2018).

3.4.2 Industry and Institutional Context: MyIPO, MACP, and Collective Administration

The TASB case study is situated within Malaysia's broader copyright administration environment, where collective management organisations (CMOs) play a key role in music licensing and royalty collection. In Malaysia, the Intellectual Property Corporation of Malaysia (MyIPO) explains that the issuance of licences and royalty collection activities for copyrighted works are administered by CMOs declared by MyIPO, and MyIPO also publishes a national list of declared CMOs (MyIPO, 2023). Within this declared framework, Music Authors' Copyright Protection Berhad (MACP) is recognised as a collective management organisation representing songwriters/composers and music publishers in relation to musical works (MyIPO, 2023; MACP, 2023).

This institutional context matters directly to the present study because, beyond legal entitlement questions, a songwriter's royalty outcomes can be affected by operational processes that sit within collective administration—such as licensing coverage, registration and identification of works, data matching, distribution scheduling, and distribution rules (MACP, 2023). For example, MACP's Distribution Policy Rules set out that royalties are paid to members and rights holders through distributions during the year, and the document explains how MACP calculates royalties and schedules distributions for performing right income (MACP, 2023). These administrative layers provide an important real-world setting for the study's focus on how publisher–songwriter working relationships and contract clarity intersect with the systems through which royalties are managed (MyIPO, 2023; MACP, 2023).

MACP's own institutional description also positions it as a not-for-profit organisation that supports songwriters and helps them get paid by collecting royalties (MACP, 2023). In addition, MACP's public information describes its function in licensing use and linking collective management status to MyIPO's declaration (MACP, 2023; MyIPO, 2023). For the TASB case study, this means publisher–songwriter relationships may involve interactions with CMOs in areas such as registrations, claims, documentation, and dispute handling, which can influence how royalties are realised and verified in practice within Malaysia's music rights ecosystem (MACP, 2023; MyIPO, 2023).

3.4.3 Scope and Limitation of the Case

A qualitative case study must be clearly bounded so that readers understand exactly what the study focuses on and what it does not cover (Merriam, 1998; Yin, 2018). In this research, the case is defined as the copyright and royalty experiences of selected Malaysian songwriters within the organisational setting of Taja Archive Sdn. Bhd. (TASB). The study specifically focuses on four songwriters under TASB's publishing care—Awi Rafael (AR), Adi Priyo (AP), Adeep Nahar (AN), and

Shathesh/Tinta (ST)—because this scope supports the study's objectives of documenting detailed copyright-related cases and examining how publisher–songwriter working relationships and contract clarity influence rights and royalty outcomes in practice.

To support a fuller understanding of the system surrounding the case without widening the scope beyond the TASB setting, the research also includes selected key informants from TASB, MyIPO, and MACP, as these stakeholders are directly relevant to publisher practices, rights administration, and collective royalty management in Malaysia (MyIPO, 2023; MACP, 2023). However, the study does not attempt to represent all Malaysian songwriters or all publishing companies. Songwriters who are managed by publishers other than TASB are excluded so that the study can maintain consistent case boundaries and provide an in-depth account within a single institutional context, which is consistent with the purpose of qualitative case study research (Merriam, 1998; Yin, 2018).

3.5 Sampling and Participant Selection

This study applies purposive sampling, which is commonly used in qualitative research to select participants who are most able to provide rich, relevant information about the phenomenon being studied (Creswell, 2009; Patton, 2002). Purposive sampling is appropriate for this research because the objectives require in-depth understanding of (i) copyright and royalty issues experienced by songwriters, and (ii) how publisher–songwriter working relationships and contract clarity shape those experiences in practice. Rather than seeking statistical representation, qualitative sampling prioritises information-rich cases that can illuminate the processes, meanings, and contextual factors surrounding the research problem (Yin, 2018).

3.5.1 Primary Participants: Selected Songwriters Under TASB

The main participants are four Malaysian songwriters who have been chosen by Taja Archive Sdn. Bhd. (TASB). Yin (2018) states that these participants were selected due to their direct relevance to the study objectives and their alignment with the case parameters. In qualitative reporting, it is common to use participant codes (like AR, AP, AN, and ST) to talk about songwriters in order to protect their privacy and follow ethical guidelines (Merriam, 1998). This is done to protect the songwriters' privacy and make sure that the reporting is the same every time.

3.5.2 Key Informants: Institutional and Industry Stakeholders

Additional key informants from relevant stakeholder groups are included in the study in order to support the objective of clarifying contracts and agreements as well as working relationships between publishers and songwriters. This is done in order to strengthen contextual understanding. When conducting qualitative case study research, it is beneficial to include key informants because doing so enables the study to gain contextual understanding of the operational procedures, administrative workflows, and institutional perspectives that shape real-world outcomes within the context of the case (Merriam, 1998; Yin, 2018). In this study, key informants are chosen from the following categories:

- **TASB** (publisher perspective and administrative practice),
- **MyIPO** (copyright administration and national framework perspective), and
- **MACP** (collective management and royalty distribution perspective).

3.5.3 Inclusion and Exclusion Criteria

The study applies the following criteria to ensure the sample remains aligned with the bounded TASB case and the research objectives:

Inclusion criteria

- Songwriters/lyricists who are under TASB’s publishing care (case participants).
- Stakeholders Songwriters/lyricists who are under TASB’s publishing care (case participants).

Exclusion criteria

- Songwriters who are managed by publishers other than TASB**,** because including multiple publisher settings would widen the case boundaries and reduce depth of analysis within a single organisational context (Yin, 2018).

- Participants who are unable to provide informed consent or who do not wish to participate voluntarily (Creswell, 2009).

3.5.4 Sample Size

Qualitative case study research typically uses small, focused samples because the purpose is to develop detailed understanding rather than statistical generalisation (Merriam, 1998; Yin, 2018). In this study, the sample size is considered appropriate because the research is bounded to a single organisational case (TASB) with embedded participant perspectives (songwriters) and supporting stakeholder viewpoints (key informants). Data collection continues until sufficient depth and thematic coverage is achieved across interviews and supporting documents, consistent with qualitative guidance that sample adequacy depends on information power and the richness of the data rather than numeric size alone (Malterud et al., 2016).

Table 3.1
Sample Frame of Interview Respondents

Code / Respondent	**Location**	**Title**	**Highlights**
AR	Ara Damansara, Petaling Jaya, Selangor	Music producer, artist, songwriter and CEO of *Newsantara Asia*	Popular song included "*Kalau Aku Kaya*" featuring Altimet, "*Pulanglah*" and "*Bila Aku Jatuh Cinta*" all sung by himself.
AP	Jalan Pulau Lumut, Shah Alam, Selangor	Singer-songwriter, musician, arranger and record label owner	Active with the band 6ixth Sense and publicly covered in Malaysian media in relation to notable career milestones (Mohamad, 2017)
AN	Selangor / Kuala Lumpur	Singer-songwriter and a vocal coach who owns a record label	Former member of *2D*. Popularly associated with the group *The Fabulous*

			Cats. Among his composition are “*Bawa Ku Terbang*” sung by the *Akademi Fantasia* students (a Malaysian reality survival show), "*Chantek*" by Altimet feat. Adeep and "*Cinta*" by *The Fabulous Cats.*
ST	Malaysia	Lyricist	Malaysian lyricist whose works have been performed by notable artist in Malaysia such as Jaclyn Victor and Faizal Tahir (Harian Metro, 2023). His work “*Adat Kasih*” sung by Ziha Salleh, also won the Best Ethnic Pop for 23rd *Anugerah Industri Muzik* (AIM) alongside Aubrey Suwito as the composer and himself as the lyricist (Anjer, 2022).
Kimmy Khir (TASB)	Taman Tun Dr Ismail, Wilayah Persekutuan Kuala Lumpur	Former artist manager, activist, founder of TASB and Archive Capital *Sdn Bhd*	Key informant (publisher perspective)
Syaufiq Latif (MyIPO)	Bangsar, Wilayah Persekutuan Kuala Lumpur	Intellectual Property Corporation of Malaysia	Key informant (institutional perspective)

Mary Yap (MACP)	Jalan Dutamas 1, Wilayah Persekutuan Kuala Lumpur	Licensee body, non-profit organisation, copyright protection for Malaysia music authors'	Key informant (CMO perspective)

3.6 Data Collection Methods

The objective of this study is to cultivate a comprehensive understanding of copyright and royalty matters in the TASB case through the application of two qualitative data collection methods: document review and analysis, alongside semi-structured interviews. The study aims to examine the impact of working relationships between publishers and songwriters, along with the clarity of contractual agreements, on rights outcomes. The use of multiple sources of qualitative evidence is in line with case study research because it helps to support triangulation and makes the understanding of the bounded case deeper (Yin, 2018; Merriam, 1998).

3.6.1 Document Review and Document Analysis

Document review is used to obtain contextual and factual information from existing records relevant to the case, including materials that reflect rights administration, contractual arrangements, and royalty-related processes. Document analysis is widely recognised as a systematic qualitative method for interpreting documents and extracting meaning, contribution, and relevance to a research problem (Bowen, 2009; Morgan, 2022). In this study, document review supports the research objectives by helping to (i) map processes and timelines relating to copyright/royalty issues, (ii) clarify the types of contractual and administrative practices involved, and (iii) corroborate and contextualise interview accounts through documentary evidence (Bowen, 2009; Yin, 2018).

Document types. The study focuses on documents that are relevant and ethically permissible within the TASB case context. Depending on access and consent, these may include publisher–songwriter agreements or contract-related materials, documentation relating to registration/ownership claims, royalty statements or distribution-related records, correspondence relevant to royalty verification or dispute processes, and relevant institutional guidance/policy documents (Bowen, 2009; CDC, 2018).

Procedure. The document review is conducted systematically by (i) identifying document categories linked to the research objectives, (ii) collecting or requesting documents from appropriate sources (where permitted), (iii) assessing documents for authenticity, credibility, and relevance, (iv) extracting key information using a document review matrix, and (v) organising extracted data by theme to support analysis (Bowen, 2009; CDC, 2018; Morgan, 2022). As recommended in evaluation-oriented guidance, document review is treated as a structured process rather than an informal reading activity (CDC, 2018).

Data management and confidentiality. Because document sets may include sensitive information (e.g., contract clauses, royalty figures, private correspondence), documents are stored securely, and identifying details are anonymised where necessary. Reporting of document content is limited to what is required for academic analysis and aligned with consent conditions and confidentiality obligations (Bowen, 2009; Mauthner et al., 2002).

3.6.2 Semi-Structured Interviews

Semi-structured interviews are used to explore participants' experiences, interpretations, and understanding of copyright ownership, royalty collection/distribution, and the practical implications of publisher–songwriter relationships and contract clarity. Semi-structured interviewing is suitable for qualitative research because it balances consistency of coverage (through an interview guide) with flexibility to probe details and clarify meanings (DiCicco-Bloom & Crabtree, 2006; Jamshed, 2014). This is particularly appropriate for the present study because copyright and royalty issues often involve complex processes and sensitive experiences that benefit from explanation in the participant's own words (Kallio et al., 2016).

Interview guide. Participants' backgrounds, experiences with working relationships between publishers and songwriters, understanding of contract terms, experiences with copyright ownership and registrations, experiences with royalty collection and distribution, interactions with relevant institutions, and perspectives on improving clarity and transparency are some of the topics that are included in the interview protocol, which was developed to align directly with the objectives of the research. According to Kallio et al. (2016) and DiCicco-Bloom and Crabtree (2006), using a structured interview guide strengthens consistency in the interview process and helps maintain coherence across participants, while still allowing probing and follow-up questions based on each participant's experiences.

Interview procedure. Interviews are scheduled at times that are convenient for the participants, and they may be conducted in person or online (for example, through a video call), depending on the availability of the participants and the feasibility of the situation. A thorough explanation of the study's objectives, the acquisition of informed consent, and the clarification of confidentiality and voluntary participation are all conducted prior to each interview. When it is not possible to record interviews, detailed notes are taken instead (Jamshed, 2014; Sutton & Austin, 2015). Audio recordings of interviews are made with the permission of the interviewees in order to ensure accurate transcription.

Transcription and storage. In accordance with the standard practices for qualitative reporting (Mauthner et al., 2002; Sutton & Austin, 2015), recorded interviews are transcribed (either verbatim or near-verbatim) and stored in a secure location. The identities of the participants are protected by using codes (such as AR, AP, AN, and ST; and key-informant role codes). For the purpose of providing support for interpretation during analysis, field notes are kept in order to record contextual information (such as non-verbal cues when applicable, follow-up points, and reflections) (Sutton & Austin, 2015).

3.7 Research Instruments

The main tools used in this study are a document review matrix and a semi-structured interview protocol. These tools are used to help with the organised collection of data and to make sure that both the participants and the documents are consistent. In qualitative case study research, structured tools like checklists, matrices, and interview guides are used to make sure the research is rigorous. These tools make sure that data collection stays in line with the goals of the research while still letting researchers collect details that are specific to the context (Yin, 2018; Kallio et al., 2016). This makes sure that the research is in line with the goals of the study.

3.7.1 Document Review Matrix

A document review matrix is used as a structured tool to organise, summarise, and compare documentary materials relevant to the case. Document analysis requires systematic procedures for extracting information, evaluating relevance, and linking document content to research questions (Bowen, 2009; Morgan, 2022). In this study, the matrix supports transparency and consistency by recording key details for each document, such as:

- document title/type (e.g., agreement/contract-related material, registration-related document, royalty statement, correspondence);
- source (e.g., TASB-provided, participant-provided, publicly available institutional material);
- date (where available);
- purpose/relevance to the research objectives;
- key content points (e.g., clauses relating to ownership, scope, royalty shares, reporting, dispute mechanisms); and
- notes on credibility/authenticity and any confidentiality restrictions.

Using this matrix helps ensure that document review is not treated as informal reading, but rather as a systematic data collection process that supports triangulation with interview evidence (Centers for Disease Control and Prevention [CDC], 2018; Bowen, 2009).

3.7.2 Semi-Structured Interview Protocol

A semi-structured interview protocol (interview guide) is used to ensure that interviews cover core themes consistently across participants while allowing flexibility to explore case-specific experiences and clarify meanings (DiCicco-Bloom & Crabtree, 2006; Jamshed, 2014). Developing and using an interview guide is recommended to improve coherence and ensure alignment with the research objectives, particularly where interviews involve multiple participant groups (e.g., songwriters and institutional informants) (Kallio et al., 2016).

In this study, the interview protocol is organised into thematic sections aligned to the research objectives, including:

- participant background and role in the music industry;
- experiences and understanding of copyright ownership and registrations;
- experiences of royalty collection/distribution and related challenges;
- publisher–songwriter working relationships and communication practices;
- contract and agreement clarity (e.g., key terms understood/misunderstood, expectations, reporting, dispute provisions); and
- reflections and recommendations for improving clarity, transparency, and working relationships.

The protocol includes core questions and planned probes to support follow-up clarification, while still allowing participants to introduce relevant issues not anticipated in the guide (Kallio et al., 2016; DiCicco-Bloom & Crabtree, 2006). Where key informants (e.g., TASB, MACP, MyIPO) are interviewed, the protocol is adapted to focus on institutional procedures, administrative workflows, and common issues relevant to copyright and royalty management, without changing the overall thematic alignment to the study objectives (Yin, 2018).

3.8 Data Collection Procedures

This section provides an explanation of the methods that are utilised to collect data in a manner that is both consistent and ethical. It discusses recruitment and consent, document acquisition and handling, interview scheduling and conduct, transcription, and secure data storage strategies. According to Yin (2018) and Sutton and Austin (2015), it is important to have clear documentation of procedures in qualitative case study research in order to support transparency and dependability.

3.8.1 Recruitment and Participant Contact

Purposive selection is used to recruit participants, and the focus is placed on TASB-affiliated songwriter participants and relevant key informants (Creswell, 2009; Patton, 2002). This means that the case boundaries are taken into consideration when recruiting participants. An initial contact is made through the appropriate communication channels (such as email, telephone, or messaging), which is then followed by an explanation of the purpose of the study, the nature of participation, and the expected interview arrangements. According to Creswell (2009) and Mauthner et al. (2002), the standard qualitative practice of recruitment involves making sure that participants are aware that their participation is voluntary and that they are free to withdraw from the study at any time without incurring any penalties.

3.8.2 Informed Consent and Ethical Briefing

Prior to data collection, participants are provided with a brief description of the research purpose, what participation involves, how the data will be used, and how confidentiality will be protected. Informed consent is obtained before any interview is conducted or any non-public document is used as research material, consistent with qualitative ethics guidance that emphasises voluntary participation and clear understanding of risks and benefits (Mauthner et al., 2002; Sutton & Austin, 2015). Where required, participants are asked for explicit permission for audio recording, and participants who do not consent to recording were still able to participate through note-based interviewing (Jamshed, 2014).

3.8.3 Document Collection and Handling Procedures

The structured document review process is a method that can be utilised to effectively collect documents (CDC, 2018). Documents are gathered from sources that are considered to be ethically reputable. These sources include participant contributions, materials supplied by TASB (with consent), and institutional documents that are accessible to the public and pertain to copyright and royalty management (Bowen, 2009; Morgan, 2022). The document review matrix can be utilised to keep track of the classification of each document, as well as its origin, creation date (if it is known), and how relevant it is to the research objectives (Bowen, 2009). Research materials that are considered confidential protect documents that contain private or sensitive information, such as the terms of a contract, royalty figures, and correspondence. According to Mauthner et al. (2002), all identifying information is either removed or anonymised before or after the analysis and reporting processes.

3.8.4 Interview Scheduling and Mode of Interview

It is possible to schedule interviews at times that are convenient for the participants. Face-to-face interviews or interviews conducted through online platforms (such as video conferencing) may be conducted, depending on the feasibility of the project and the preferences of the participants. (DiCicco-Bloom & Crabtree, 2006; Jamshed, 2014) This flexibility allows for participation while still maintaining the format of the semi-structured interview. According to Kallio et al. (2016), the interview process is conducted in accordance with the semi-structured protocol that is described in Section 3.6. The interviewer makes use of predetermined questions and probes, while also allowing participants to elaborate on experiences that are pertinent to the study.

3.8.5 Interview Recording, Note-Taking, and Transcription

It has been stated by Sutton and Austin (2015) that interviews are recorded with the consent of the participants in order to facilitate their transcription and subsequent analysis at a later time. The taking of detailed contemporaneous notes is done in circumstances where recording is not permitted. Following the completion of each interview, the recordings are transcribed (either word-for-word or almost word-for-word), and the transcriptions are subsequently compared to the notes to ensure that they are accurate. Transcribing the meanings and experiences of participants is a useful tool for conducting systematic qualitative analysis, according to Sutton and Austin (2015) and Braun and Clarke (2006). This is because transcription makes it simpler to code the meanings and experiences of participants. In addition, field notes are kept in order to document contextual information (which may include reflections and subsequent points), which helps to facilitate interpretation during the analysis process (Sutton & Austin, 2015).

3.8.6 Data Storage, Security, and Anonymisation

All research data, including recordings, transcripts, notes, and documents, is stored securely on devices that require a password to access or in encrypted storage. Access is restricted to the researcher (and where necessary, the supervisor). Participants are assigned codes (such as AR, AP, AN, ST, and role-based identifiers for key informants) during transcription and reporting to safeguard their identities and mitigate the risk of harm. This is consistent with the privacy protocols of qualitative research (Mauthner et al., 2002). The university's research ethics and any other rules that apply must be followed when keeping and throwing away the data.

3.9 Data Analysis

In this section, the analysis of the data obtained from interviews and documents is discussed in order to address the objectives of the research. Analysis in qualitative case study research is an iterative process that involves organising data, identifying patterns, and developing themes that explain the phenomenon within its real-life context (Yin, 2018; Merriam, 1998). This process is carried out in order to ensure that the findings are accurate and reliable. The data analysis for this study is carried out by utilising a combination of thematic analysis and document analysis, with triangulation serving as the means by which both sources are integrated.

3.9.1 Preparation of Data (Organisation and Familiarisation)

After data collection, interview recordings (where consented) are transcribed and checked for accuracy, while interview notes are organised into clear, readable formats. The researcher then repeatedly reads transcripts, notes, and documentary extracts to become familiar with the content and to identify initial ideas relevant to copyright ownership, royalty processes, contractual clarity, and publisher–songwriter working relationships (Sutton & Austin, 2015; Braun & Clarke, 2006). Documentary materials are likewise organised and summarised in the document review matrix to support systematic comparison across sources (Bowen, 2009; Morgan, 2022).

3.9.2 Coding and Thematic Analysis of Interviews

Interview data are analysed using thematic analysis, which is widely used in qualitative research to identify, analyse, and report patterns (themes) within data (Braun & Clarke, 2006). Coding begins with identifying meaningful units of text relevant to the objectives—for example, statements about contract understanding, copyright ownership and registrations, royalty collection/distribution experiences, interactions with institutions (e.g., CMOs), communication practices, and dispute-related experiences. Codes are then grouped into broader categories and refined into themes that capture recurring patterns across participants while still preserving important differences among cases (Braun & Clarke, 2006; Sutton & Austin, 2015). This category-building process is strengthened through iterative comparison across transcripts to refine codes and clarify how concepts relate to each other, supporting more systematic theme development (Corbin & Strauss, 2008).

To maintain alignment with the research objectives, themes are organised around the study's key focus areas, such as:

- copyright ownership and authorship recognition;
- registration/documentation practices and evidence of ownership;
- royalty collection, distribution, and transparency concerns;
- publisher-songwriter working relationship dynamics (communication, expectations, support); and
- contract and agreement clarity (rights granted, revenue splits, reporting, dispute provisions).

3.9.3 Document Analysis

It is possible to interpret relevant documentary materials and extract information that either substantiates or elucidates the issues that are being investigated in the case study through the use of document analysis (Bowen, 2009; Morgan, 2022). In this study, documents are analysed to determine whether or not they contain information concerning the ownership of rights, contractual agreements, administrative procedures, and validation related to royalties. In order to code the document extracts, this study uses the same thematic categories when conducting the analysis of the interviews. In this way, it is possible to compare and combine the evidence that comes from a variety of sources (Bowen, 2009). When documents contain sensitive information about contracts or finances, the analysis focusses on the components that are necessary to accomplish the research objectives, and identifying information is handled in a confidential manner during the reporting process.

3.9.4 Triangulation and Cross-Source Integration

A key strength of case study research is the use of multiple sources of evidence (Yin, 2018). In this study, interview themes are compared with documentary evidence to confirm, clarify, or contextualise participant accounts. This triangulation strengthens credibility by reducing reliance on a single data source and supporting more robust interpretation of events and processes (Yin, 2018; Bowen, 2009). For example, where interview accounts describe confusion over contract terms, relevant documentary materials (where available) are analysed to identify the types of contractual clauses or documentation practices that relate to the issue, allowing the study to discuss "contract clarity" not only as perception but also as a matter of practical documentation and administration.

3.9.5 Within-Case and Cross-Case Analysis

Analysis is conducted at two levels. First, within-case analysis is performed to develop a clear narrative and thematic profile for each songwriter's experience within the TASB setting. Second, cross-case analysis compares themes across the four songwriter cases and across stakeholder perspectives (e.g., TASB, MyIPO, MACP) to identify patterns, similarities, and differences that address the research objectives (Yin, 2018; Merriam, 1998). This approach supports the study's aim to bring forward detailed cases while also identifying broader relationship and administrative factors that may influence copyright ownership and royalty outcomes in practice.

3.10 Validity and Reliability of the Study

Qualitative research addresses research quality through criteria that emphasise credibility, consistency, and evidence-based interpretation. Though the terms validity and reliability are frequently associated with quantitative research, qualitative research addresses research quality through these criteria. It is common practice in qualitative research to refer to these quality principles as trustworthiness. These principles include credibility, transferability, dependability, and confirmability (Lincoln & Guba, 1985). Due to the fact that the research relies on the participants' accounts of experiences (interviews) and documentary evidence (document review), as well as the fact that it investigates processes that may involve sensitive rights and royalty information within the context of the TASB case (Yin, 2018), it is essential to establish validity and reliability for this study.

Credibility (validity) of the claim. Triangulation is a method that helps to strengthen the credibility of findings by comparing themes that are derived from interviews with evidence from documents and, when applicable, stakeholder viewpoints. This helps to reduce the reliance on any one particular data source (Yin, 2018; Bowen, 2009). In addition, the utilisation of a semi-structured interview protocol contributes to the validity of the study by guaranteeing that all participants are provided with the same coverage of fundamental topics, while at the same time allowing for the possibility of further inquiry for clarification (Kallio et al., 2016). It is possible to confirm factual clarifications (such as timelines or interpretations of key administrative steps) through follow-up communication in situations where it is appropriate to do so in order to reduce the likelihood of misinterpretation (Lincoln & Guba, 1985).

Dependability, also known as reliability. Maintaining an audit trail that documents the research procedures allows for increased dependability (Lincoln & Guba, 1985; Yin, 2018). This audit trail documents the steps involved in recruitment, the interview procedures, the document review matrix, and the decisions regarding coding and thematic development. Keeping systematic records of how documents were selected, catalogued, and analysed is another way to support consistency (Bowen, 2009). Use of the same interview guide structure for comparable participant groups is another way to support consistency.

Objectivity (also known as confirmability). According to Braun and Clarke (2006), the use of systematic coding procedures associated with thematic analysis and the grounding of interpretations in data (interview extracts and document evidence) are two methods that boost confirmability. In order to reduce the impact of personal assumptions on interpretation, reflexive notes are kept throughout the analysis process (Lincoln & Guba, 1985). These notes are used to record the researcher’s analytical decisions. Applicability (in other words, transferability). The explanation of the case context (TASB), the boundaries of the case, the categories of participants, and the institutional environment in Malaysia that is pertinent to the administration of copyright and royalties all contribute to the transferability of the information. According to Merriam (1998) and Lincoln and Guba (1985), providing sufficient contextual detail enables readers to evaluate the validity of the findings in relation to other contexts.

3.11 Ethical Considerations

Ethical considerations are essential in this study because it involves human participants (songwriters and key informants) and may include sensitive materials such as contracts, royalty-related records, and correspondence. Ethical practice in qualitative research emphasises respecting participants' autonomy, minimising harm, ensuring confidentiality, and using data responsibly (Mauthner et al., 2002; Sutton & Austin, 2015). Accordingly, this study follows university requirements for ethical research conduct and applies standard principles of informed consent, voluntary participation, confidentiality, and secure data handling (Creswell, 2009).

Voluntary participation and informed consent are both required. Prior to conducting interviews or making use of any documents that are not available to the general public, participants are given comprehensive information regarding the objectives of the study, the nature of their participation, and the manner in which the data will be utilised. Creswell (2009) and Mauthner et al. (2002) state that prior to participation, consent is obtained, and participants are informed that their participation is voluntary and that they are free to withdraw from the study at any time without incurring any penalties. In situations where interviews are audio-recorded, participants are given the opportunity to opt out of being recorded, in which case note-taking is utilised (Jamshed, 2014). Explicit permission is obtained before audio-recording interviews.

Confidentiality and anonymity. To protect privacy, participant identities are handled confidentially. In reporting, songwriter participants are referred to using codes (e.g., AR, AP, AN, ST) and key informants may be described by role rather than full personal identification, depending on consent and ethical requirements. Confidentiality is particularly important because the study addresses professional relationships and contractual/royalty matters that may carry reputational or financial sensitivity (Mauthner et al., 2002; Sutton & Austin, 2015).

Handling of documents and sensitive information. Document review may involve confidential or proprietary materials. Therefore, documents are collected and used only with permission and are stored securely. Any reporting of contractual or financial details is limited to what is necessary for academic analysis and is presented in a way that avoids exposing private information beyond the research scope (Bowen, 2009; Centers for Disease Control and Prevention [CDC], 2018).

Data storage and security. All research materials—including interview recordings, transcripts, notes, and documents—are stored in securely, with access limited to the researcher and, where applicable, supervisory oversight. Data retention and disposal follow university policies and research ethics requirements (Creswell, 2009; Sutton & Austin, 2015).

Conflict of interest and researcher responsibility. The researcher maintains professional boundaries with participants and avoids actions that could pressure participation or influence responses. Reflexive notes are maintained to support ethical awareness and to reduce the risk of bias during interpretation, ensuring the analysis remains grounded in evidence (Lincoln & Guba, 1985).

3.12 Summary

This chapter laid out the research method used in this study, which is a qualitative case study of Taja Archive Sdn. Bhd. (TASB) and some Malaysian songwriters. The chapter delineated the case study context and parameters, the purposive sampling strategy and participant selection, as well as the two principal data collection methods—document review/document analysis and semi-structured interviews—employed to fulfil the research objectives (Yin, 2018; Merriam, 1998). The chapter also talked about the research tools (the document review matrix and the interview protocol), how the data was collected, and how it was analysed using thematic analysis, document analysis, and triangulation (Braun & Clarke, 2006; Bowen, 2009; Yin, 2018). Lastly, the chapter talked about quality issues (validity and reliability in qualitative terms) and ethical procedures to make sure the study is done in a responsible and credible way (Lincoln & Guba, 1985; Creswell, 2009). The subsequent chapter delineates the findings obtained from the interview and documentary data, systematically arranged in accordance with the study's objectives and research questions.

CHAPTER 4
FINDINGS AND DISCUSSIONS

4.1 Introduction

A presentation and discussion of the findings of this study are included in this chapter. Through the reporting of (i) songwriter-case findings and (ii) institutional perspectives that help explain the ecosystem in which those cases occurred, the chapter is written to directly address the objectives of the study as well as the research questions that were posed. The findings are presented as a qualitative case study analysis based on semi-structured interviews and document review. Interview evidence is organised into within-case themes, then compared across cases to develop cross-case themes and linked to the research questions.

4.2 Evidence Base for the Findings (Participants and Documents)

Awi Rafael, Adi Priyo, Adeep Nahar, and Shathesh are the four songwriters whose cases were investigated by Taja Archive Sdn. Bhd. (TASB), and the findings presented in this chapter are derived from those cases. Interview sessions were conducted in English and Malay, and three songwriter cases were obtained through those sessions. Additionally, one case, Adeep Nahar, was obtained through written responses to interview questions that were sent via email. There have been instances in which the meanings of Malay expressions have been translated into English for the purpose of academic reporting (Awi Rafael, personal communication, 2023; Adi Priyo, personal communication, 2023; Shathesh, personal communication, 2023; Adeep Nahar, personal communication, 2023).

To strengthen methodological transparency, the chapter also draws on: (i) an interview with a TASB representative (Kimmy Khir), (ii) an interview with a MyIPO representative (Syaufiq Latif), and (iii) documentary materials relevant to Adi Priyo’s dispute, including a letter of demand, an email trail, an invoice quantifying arrears, and meeting minutes recording staged dispute resolution steps (Khir, personal communication, 2023; Latif, personal communication, 2023; Hikmah Khalid & Co., 2017; Khir, 2018; Leong, 2018; Priyo, 2018; Meeting minutes, 2018).

4.2.1 Institutional Interview Participants (TASB, MyIPO, MACP): Background and Relevance

4.2.1.1 Kimmy Khir (TASB representative)

Plate 4.1 Kimmy Khir (TASB representative)

Figure 4.1 Logo of Taja Archive Sdn. Bhd.

Kimmy Khir participated in this study as the representative of Taja Archive Sdn. Bhd. (TASB) from the publisher/administrator perspective. TASB positions its publishing function not only as a rights-administration entity but also as an educational platform that aims to increase local songwriters’ knowledge of rights and publishing practice, which is directly relevant to this study's focus on copyright ownership and royalty distribution under a publisher setting (Taja Archive Publishing, 2023). Kimmy Khir's relevance to the case study is therefore grounded in her role as an industry practitioner operating within the publishing side of TASB, where contractual arrangements, registration practices, reporting access and dispute handling are managed in day-to-day practice.

Further evidence of Kimmy Khir's industry positioning can be found in professional listings that identify her as being affiliated with Taja Archive in the context of music publishing governance (Music Publishers Association Malaysia, 2026). Her interview evidence is significant to this investigation because it offers (i) an institutional explanation of how the TASB structures relationships between publishers and songwriters, (ii) clarification of documentation and reporting practices that are utilised to manage rights and royalties, and (iii) a practice-based account of how disputes or anomalies are pursued when the songwriter is face with verification barriers. The interview with Kimmy is therefore considered to be an important institutional source in this thesis. It contributes to answering RQ2 (the relationship between publishers and songwriters and the influence of contractual obligations) and provides support for RQ3 (improvements for transparency and fairness) by providing an explanation of what publishers are able to implement in a realistic manner.

4.2.1.2 Syaufiq Latif (MyIPO representative)

Plate 4.2 Syaufiq Latif (MyIPO Representative)

Figure 4.2 Logo of MyIPO

Syaufiq Latif participated in the event in his capacity as a representative of the Intellectual Property Corporation of Malaysia (MyIPO), which is the national body operating in Malaysia that is responsible for the administration of intellectual property. MyIPO is relevant to this case study because of the role he plays in explaining and framing Malaysia's collective administration environment. This environment includes the policy and administrative context in which music royalties are licensed and collected. As stated by MyIPO, collective management organisations (CMOs) that it has declared are the ones responsible for licensing and collecting royalties for works that are protected by intellectual property rights. In addition, MyIPO is responsible for the publication of a national list of claimed CMOs (Intellectual Property Corporation of Malaysia [MyIPO], 2026).

The testimony provided by Mr. Latif is significant because it enables us to gain a better understanding of the system that is associated with the TASB songwriter cases. By conducting this study, it is possible to differentiate between the factors that are attributed to (i) contractual and publisher practices and those that are attributed to (ii) more general institutional and collective administration procedures (MyIPO, 2026). As a result of his contribution, both RQ1 (the emergence of issues within real administrative systems) and RQ3 (system-level enhancements) are strengthened in this thesis. This is because his contribution provides an authoritative elucidation of the structural function of declared CMOs and the institutional rationale for collective administration.

4.2.1.3 Mary Yap (MACP representative)

Plate 4.3 Mary Yap (MACP Representative)

Figure 4.3 Logo of MACP

Mary Yap participated as a representative of Music Authors' Copyright Protection Berhad (MACP), which is a collective management organisation that operates within the ecosystem of copyright management in Malaysia. Royalties are collected by the Music Authors' Copyright Protection Berhad (MACP), which is a non-profit organisation that offers assistance to songwriters by collecting royalties in order to guarantee that creators are compensated for the use of their music (MACP, 2026). This information is made public. Additionally, the MACP asserts that it is a collective management organisation that has been declared by MyIPO (MACP, 2026). This assertion is made in addition to the previous one. That being said, the interview with the MACP representative is extremely relevant to the research that is currently being conducted because of this positioning. The reason for this is that the primary concerns of the study, which are royalty collection, distribution transparency, and verification, are actually experienced by songwriters through institutional processes such as reporting, distribution cycles, and claim/registration administration. This is the reason why this is the case.

Mary Yap's interview evidence is therefore considered to be an important institutional source that contributes to the interpretation of the findings from the songwriter cases. This is because it offers (i) an organisational explanation of how royalties are generally collected and distributed, (ii) clarification of reporting expectations and distribution logic, and (iii) an institutional perspective on how issues are handled when disputes involve rights-chain questions that may extend beyond routine distribution processing. In this thesis, her contribution provides necessary institutional context for evaluating the feasibility of recommended improvements (MACP, 2026). Additionally, her contribution directly supports RQ1 and RQ3, which are both questions that relate to this thesis.

4.3 Within-Case Findings: Songwriter Case Narratives

In this section, the findings associated with each songwriter are presented in the form of a case narrative. Each case is structured in such a way as to demonstrate (i) the primary copyright and royalty issues that were encountered (RQ1), (ii) the ways in which publisher-songwriter relationships and contractual arrangements influenced ownership understanding and royalty outcomes (RQ2), and (iii) improvement suggestions that are based on the evidence (RQ3). All of these questions are posed in the order that they are presented.

4.3.1 Awi Rafael (Songwriter)

4.3.1.1 Background and publishing arrangement under TASB

Plate 4.4 Awi Rafael

Awi Rafael referred to himself as an experienced songwriter who had worked in the Malaysian music industry for more than a decade. He had contributed to projects that were commercially successful and had written songs for artists who were considered to be mainstream. Public biographical sources also describe Awi Rafael as a Malaysian singer-songwriter and music industry figure, supporting his profile as an established practitioner relevant to this case study (Popular Bio, 2020). He stated that his music publishing is managed by Taja Archive Publishing, and he is also a member of the Malaysian Association of Composers and Publishers (MACP), which he believes plays a role in the administration of royalties and the protection of rights for works that are used in Malaysia and, in cases where relevant arrangements apply, beyond Malaysia (Awi Rafael, personal communication, 2023).

4.3.1.2 Background understanding of musical work rights and the importance of contract clarity

Following the signing of a contract by a songwriter, Awi Rafael primarily discussed "musical work rights" in relation to the ownership of the intellectual property and the ways in which ownership and rights can be subject to different circumstances.

Within the context of the distribution of rights, he emphasised the importance of songwriters having a clear understanding of "what is yours and what is mine" (Awi Rafael, personal communication, 2023). According to what he said, the language of the agreement determines the actual meaning of rights in practice. Moreover, he stated that this is the situation.

The joint-venture plans that he discussed are an excellent example, particularly for projects that require original soundtracks (OST). According to what he said, a production company might want some of the publishing rights and possibly even some of the rights that come with digital synchronisation, but this would depend on the agreement. Therefore, it is essential to carefully write contracts and maintain separate records in order to avoid misunderstandings or disagreements in the future (Awi Rafael, personal communication, 2023). He framed this as a common occurrence in the industry rather than an isolated incident, which highlighted the significance of such documentation by highlighting the fact that it was considered a common occurrence. This evidence provides support for Research Question 2 by demonstrating that issues pertaining to copyright and royalty can arise during the duration of the contracting process.

Furthermore, if splits are worked out informally or revenue categories are not clearly defined, the administration and distribution that follows may be based on assumptions that the songwriter does not agree with. This is because the songwriter may not be aware of the assumptions. In this sense, having a clear contract is not just a legal formality; it is also a useful way to ensure that ownership recognition and royalty expectations are stable. In other words, having a clear contract is not just a legal exercise.

4.3.1.3 Reasons for choosing TASB and perceived support from the publisher

According to Awi Rafael, he considered a number of different possibilities, one of which was to work with an international publisher; however, in the end, he decided to go with TASB because of its presence in the local community and his desire to "support local" (Awi Rafael, personal communication, 2023).

He stated that TASB helped him gain a better understanding of his rights, and he expressed gratitude to the TASB publishing team, which included Kimmy, for providing clear explanations and practical advice on matters pertaining to copyright

(Awi Rafael, personal communication, 2023). This exemplifies the fact that the relationship between the publisher and the songwriter goes beyond the simple administration of royalties; according to his account, it functions as a continuous education and advisory assistance for rights, which helps to reduce ambiguity regarding ownership and entitlements.

4.3.1.4 Royalty experience: stability, variability, and blanket licence/backdated collection

Despite the fact that Awi Rafael observed that royalty income can fluctuate from month to month, he stated that his publishing situation was generally stable and that he had not experienced major conflicts regarding royalties (Awi Rafael, personal communication, 2023). In situations where songs continue to be used by the general public, royalties are higher. On the other hand, when a catalogue is older, the outcomes are more dependent on sustained promotion and maintaining an audience base. He made this connection between variability and the dynamics of the catalogue.

On the other hand, he recalled a noteworthy instance in which a "blanket licence" situation involving Astro and a backdated collection resulted in an unexpectedly positive outcome, which he and the publishing team described as a "nice surprise" (Awi Rafael, personal communication, 2023). Despite the fact that the interview did not provide any documentary calculation details, the significance of the analysis lies in the fact that royalty outcomes can be influenced not only by day-to-day streaming or airplay but also by industry-wide licensing arrangements and retrospective reconciliations.

A link to RQ1 that is interpretive: The primary "issue" in the case of Awi Rafael is not non-payment; rather, it is predictability and explainability, which refers to the factors that determine royalty amounts and the reasons why significant adjustments may appear retrospectively. Consequently, this lends credence to the necessity of providing songwriters with more transparent communication regarding the manner in which blanket licences, backdated collections, and other administrative events are translated into distributions.

4.3.1.5 Administrative risks and improvement suggestions

Awi Rafael stated that there was no direct conflict regarding registrations or splits; however, he did mention that there was a practical risk: because there are so many songs, songwriters might forget to update their registrations or paperwork, which can result in administrative gaps that later hurt royalty confidence (Awi Rafael, personal communication, 2023). In addition, he discussed the "confusion" that had occurred in the industry in the past regarding rights institutions and stated that songwriters should not be harmed by the confusion that had occurred. According to Awi Rafael's personal communication from 2023, this indicates that the system needs to improve its communication capabilities and that administrative procedures should be revised to be more accommodating to songwriters.

As a means of making the future better, he proposed that artificial intelligence and blockchain technology be combined and investigated. For instance, an application that allows songwriters to record the time at which they wrote a song, have it verified and time-stamped, and possibly log performance or use information in order to make it simpler to locate evidence and tracking (Awi Rafael, personal communication, 2023). This is an interpretive link to RQ3: these suggestions point to changes that make it simpler to document and keep track of how things were made and used, which in turn makes things more transparent and verifiable.

4.3.1.6 Summary mapped to the research questions

RQ1 (issues experienced): There were no major disagreements that were reported; however, the case brings to light the variability of royalties, as well as the significance of licensing events (such as blanket licences and backdated collections) and promotion-related drivers (Awi Rafael, personal communication, 2023).

RQ2 (publisher relationship/contract influence): According to Awi Rafael's personal communication from 2023, the outcomes of rights were described as being highly dependent on the terms of the contract, particularly in the case of joint ventures and OST work. On the other hand, the TASB was perceived as providing rights clarification and support.

RQ3 (improvements): Suggested directions included administrative clarity, reducing update lapses, and exploring technology-enabled transparency (AI/blockchains) (Awi Rafael, personal communication, 2023).

4.3.2 Adi Priyo (Songwriter)

4.3.2.1 Background and professional profile

Plate 4.5 Adi Priyo

Adi Priyo provided a description of his background, stating that he was born in Indonesia and entered the Malaysian music industry in 2005. He has worked in a variety of professional capacities, including as a producer, arranger, vocalist, and songwriter, and he is credited with works that have been performed by prominent Malaysian artists (Adi Priyo, personal communication, an unknown date). Adi Priyo is publicly recognised in Malaysian entertainment reporting in relation to his work with the band 6ixth Sense and his involvement in mainstream music achievements. This public coverage supports his position as an established practitioner in Malaysia's music industry (Mohamad, 2017). According to him, he became a member of the Musicians' Association of the Philippines (MACP) after accumulating a sufficient number of works to meet the requirements. He viewed the MACP as an organisation that collects royalties and protects the rights of composers and lyricists (Adi Priyo, personal communication, 2023).

4.3.2.2 Publishing experience before TASB: education and transparency gaps

Before eventually beginning work with Taja Archive, Adi Priyo disclosed that he had previously been involved in publishing relationships, including arrangements involving sub-publishing. He emphasised that earlier arrangements did not provide an adequate explanation of rights or royalty sources, and he questioned whether the gap did not reflect a lack of knowledge or whether it was intentional non-disclosure (Adi Priyo, personal communication, 2023).

In contrast, he characterised TASB/Taja Archive as more transparent and explicitly educational: he described receiving clearer explanations about where income streams arise and what he should be entitled to, which led him to realise he may have missed entitlements under previous publishers (Adi Priyo, personal communication, 2023). Regarding the interpretation of RQ2, this suggests that the relationship between the publisher and the songwriter can function as a means of rights education and information symmetry, thereby reducing reliance on intermediaries that are not transparent.

4.3.2.3 Core issue: the 'four conflicted songs' and a contested claim/registration pathway

Adi Priyo detailed a problem that had been going on for a long time and involved four songs. He claimed that the publishing claims and royalty pathways reflected entities that he had not contracted with for publishing. He distinguished label distribution from publishing rights administration, arguing that confusion or overreach between these functions contributed to the claim over works that he considered to be outside of that publishing control (Adi Priyo, personal communication, 2023). According to his account, the problem stemmed from the fact that a song was distributed through an artist/label ecosystem that was connected to Universal.

He stated that at the time, he preferred to self-manage and maintain full entitlement, and that it was only later that he became aware of the claim issue and started contesting it (Adi Priyo, personal communication, 2023). It is clear that the dispute framing is supported by the document review. In a letter of demand dated July 26, 2017, a lawyer asserted that he had never entered into a publishing contract with the companies that were reflected in the registration/collection pathway for the four works. The letter demanded proof of any contractual basis, statements of account, and the correction or removal of registrations within a specified amount of time (Hikmah Khalid & Co., 2017).

4.3.2.4 Efforts to resolve the dispute: escalation, legal pressure and access to royalty reports

It was described by Adi Priyo that he attempted to resolve the issue through direct engagement, but he encountered delays and circular responses, which contributed to his decision to involve legal counsel in order to demonstrate his seriousness and secure steps that could be enforced (Adi Priyo, personal communication, 2023).

Using formal demands and correspondence, the documentary trail provides a detailed account of the escalation route. Despite the fact that royalties are distributed through the sub-publishing structure, parties may refuse to disclose information about the "principal publisher" without being instructed to do so (Khir, 2018; Priyo, 2018). The email record and follow-up documents demonstrate that there have been multiple requests for historical reporting and clarification of the rights chain. Additionally, they highlight the fact that disclosure barriers can arise within sub-publishing structures.

According to the correspondence of the MACP, an important institutional constraint has been recorded. In an email response, the General Manager of MACP framed the matter as a private dispute between parties. He stated that the Board did not have the authority to intervene in disputes between members. He also mentioned that administrative processing had been completed through the relevant department, and he advised the parties to find a solution that was amicable (Leong, 2018). Interpretive link to RQ3: this illustrates a structural gap for songwriters—rights-chain disputes may be treated as external to institutional intervention even when royalties flow through collective administration, shifting the burden of proof and negotiation back to the songwriter and their publisher/representative.

4.3.2.5 The role of TASB: advocacy, documentation and negotiations

As soon as the disagreement became more entrenched, Adi Priyo stated that he went to Taja Archive for assistance. He also described the publisher as providing assistance to him in pursuing royalties and managing the case (Adi Priyo, personal communication, 2023).

This role is demonstrated in action throughout the documentary record. On an invoice that was dated January 19, 2018, it was stated that the amount was based on MACP report extracts, and it included an indication of interest for accounts that were past due (Priyo, 2018; Khir, 2018). The invoice also included a quantification of the alleged arrears that were associated with the four songs. This demonstrates how publisher advocacy can involve transforming fragmented reporting into quantified claims, which can then be used to support negotiation or enforcement.

4.3.2.6 Outcomes and continuing concerns: staged resolution and the meaning of 'closure'

At the time of the interview, Adi Priyo suggested that the situation had not been completely resolved, and he described the recovery process as being in its infancy (Adi Priyo, personal communication, 2023). As stated in the meeting minutes dated February 8, 2018, a staged resolution approach was taken. This approach included the following: the withdrawal of publishing rights for the four works, commitments to provide master reports (covering multiple categories and historical periods), and arrangements regarding refunds linked to blanket licensing and backdated collections (Meeting minutes, 2018).

From an analytical standpoint, this case demonstrates that "resolution" frequently takes place in stages, in which correction or withdrawal comes first, followed by reporting, and finally reimbursement. In order to complete the chain from correction to reporting to payment recovery, this staged pathway requires continuous documentation work and prolongs the uncertainty that is present.

4.3.2.7 Improvement suggestion emerging from Adi Priyo's case

Rather than discovering problems only after money starts to flow, Adi Priyo emphasised the importance of songwriters having a better understanding of entitlement sources and safeguards at an earlier stage (Adi Priyo, personal communication, n.d.). This would allow them to better understand entitlement sources and safeguards. From the documentary trail, a parallel improvement theme concerns reporting access and documentation transparency: the dispute was prolonged by uncertainty over who controlled disclosure, who held authority to provide historical statements, and how far back reporting could be reconstructed for reimbursement (Khir, 2018; Meeting minutes, 2018). This uncertainty caused the dispute to continue more than it should have.

4.3.2.8 Summary mapped to the research questions

RQ1 (issues experienced): There was a dispute regarding the publishing and registration of four works, there was a delay in accessing historical royalty reports, and there was a staged recovery (Adi Priyo, personal communication, n.d.; Hikmah Khalid & Co., 2017; Meeting minutes, 2018).

RQ2 (publisher relationship/contract influence): The alleged lack of a publishing contract with entities that are reflected in royalty pathways, as well as the practical role that publishers play in negotiating disclosure, quantifying claims, and increasing the level of enforcement (Adi Priyo, personal communication, n.d.; Priyo, 2018; Khir, 2018).

RQ3 (improvements): Stronger education for songwriters, more transparent and easily accessible reporting systems, and more transparent documentation practices are all necessary in order to resolve disputes without the need for prolonged information barriers (Leong, 2018; Meeting minutes, 2018).

4.3.3 Adeep Nahar (Songwriter)

4.3.3.1 Background and profile

Plate 4.6 Adeep Nahar

Adeep Nahar highlighted a significant accomplishment of winning the Anugerah Industri Muzik (AIM) for Best Song through the song "Enjut" (Adeep Nahar, personal communication, 17 July 2023). He described himself as having a long-term involvement in the music industry in Malaysia as a singer and songwriter. Based on this profile, he is positioned as an experienced practitioner whose expectations regarding copyright protection and royalties are informed by his sustained participation in the industry.

4.3.3.2 Understanding of copyright protection and the role of MACP

Adeep Nahar stated that he is a MACP member and described MACP as an organisation that protects the rights of songwriters, composers and arrangers, as well as the works they create (Adeep Nahar, personal communication, 17 July 2023). Importantly, he framed copyright protection not only as a legal matter but also as a practical safeguard against unauthorised use, misappropriation and deception in how shares are divided within a song (Adeep Nahar, personal communication, 17 July 2023). This speaks directly to RQ1 by highlighting that copyright issues are experienced at the level of ownership recognition, credits and splits, as well as usage without consent.

4.3.3.3 Publisher experience

According to him, he had previously been under the management of Luncai Emas Sdn. Bhd. (Adeep Nahar, personal communication, 17 July 2023). This was stated in response to a question about previous arrangements. (Adeep Nahar, personal communication, 17 July 2023) Instead of providing specifics regarding the terms of the contract, he emphasised that songwriters should approach MACP directly whenever they require answers and explanations that are more clears.

This suggests that songwriters may not always receive sufficient rights education through publisher relationships alone and may instead rely on collective institutions for authoritative guidance. Stronger alignment of communication and clearer guidance pathways can help reduce confusion and improve transparency in a system that involves multiple actors interacting with one another (publisher, collective management organisations, use).

4.3.3.4 Royalty expectations and perceived value of collective administration

In a personal communication dated July 17, 2023, Adeep Nahar referred to royalty income as "meaningful financial support." He compared it to an annual "bonus" or an "investment return," both of which had the potential to be beneficial during times of financial difficulty, particularly towards the end of the year. This provides direct support for RQ3 by demonstrating that there is a need for transparency and fairness in the management of royalties. This is due to the fact that royalties are dependent upon and anticipated by working songwriters as a component of economic stability.

4.3.3.5 Summary mapped to the research questions

RQ1: Highlights perceived risks of unauthorised use, misappropriation and unfair splits/credits (Adeep Nahar, personal communication, 2023).

RQ2: Indicates that clarity may be sought directly from MACP where publisher explanation is insufficient, reinforcing the importance of communication and contract clarity (Adeep Nahar, personal communication, 2023).

RQ3: Emphasises the practical value of royalties to livelihood and therefore the need for clear reporting and guidance pathways (Adeep Nahar, personal communication, 2023).

4.3.4 Shathesh (Songwriter)

4.3.4.1 Background and publishing arrangement under TASB

Plate 4.7 Shathesh

Shathesh, a Malaysian songwriter who has been actively involved in composing and contributing musical works within the local industry, described himself as an active member of the Malaysian music profession. He says that he has been contributing musical works and composed songs. According to him, songwriting is not only a creative practice but also an economic activity that is dependent on the proper administration of rights and royalties to ensure that usage of works translates into fair remuneration. He believes that this is the case because songwriting is dependent on those rights and royalties. He is of the opinion that this is the part of songwriting that is absolutely necessary. He indicated that, similar to the other individuals who participated in the case, he entered into a publishing relationship in order to provide assistance with the administration of his catalogue and to guarantee that copyright ownership and royalty entitlements could be managed through the appropriate industry pathways, which included collective administration mechanisms (Shathesh, personal communication, 2023). He stated that he began this relationship in order to provide assistance with the administration of his catalogue.

Within the context of this investigation, Shathesh's case is positioned as a dispute-oriented narrative in which the primary concern is not simply the amount of royalty payments, but rather the capability to verify and trace how royalties were calculated and whether or not they reflected legitimate authority to collect in the first place. This is because the primary concern is not simply the amount of royalty payments. This made it difficult to confirm what had been collected, what was payable, and which entities were responsible at various points in the rights chain (Shathesh, personal communication, 2023). This was because there were no complete statements and clear administrative records. The impression that he gave was that his experience was one in which the access to the reporting and the quality of the documentation were the deciding factors.

As a result, Shathesh's history offers a significant foundation upon which to develop an interpretation of the subsequent findings. His experience demonstrates how a songwriter's dependence on intermediaries (publishers and sub-publishers) can make them vulnerable to a variety of situations. These situations include situations in which reporting is incomplete, when it is difficult to operationalise the terms of contractual renewal and reversion, and when governance and compliance issues affect whether or not collections are valid. The conclusion that can be drawn from this case is that it makes a direct contribution to the study's emphasis on transparency, contractual clarity, and working relationships between publishers and songwriters as factors that determine the outcomes of royalty payments in the real world (Shathesh, personal communication, 2023).

4.3.4.2 Reporting transparency problems and incomplete statements

Prior to the escalation of complaints, Shathesh provided a detailed account of significant problems that were present in the documentation of royalty payments and the lack of transparency that existed. Since he was only given partial statements rather than full statements, he was unable to verify what had been collected and what should be paid (Shathesh, personal communication, 2023). He reported that this prevented him from verifying the information. For example, they were gradually providing screenshots that were only partially complete. Furthermore, he suggested that poor documentation practices can lead to persistent opacity by associating the problem with inadequate recordkeeping and limited administrative capacity at intermediate levels. He made this assertion by stating that the issue is associated with the fact that administrative capacity is limited.

4.3.4.3 Contractual-Administrative issues: sub-publishing, auto-renewal and rights reversion

Shathesh’s case presented a significant contractual and administrative challenge, particularly with regard to the behaviour of sub-publishing and renewal. However, he encountered resistance and delays in obtaining complete information and the appropriate release documentation (Shathesh, personal communication, 2023). He described the efforts that were made to stop renewals and return rights to himself. However, he was unable to obtain the necessary documentation. This demonstrates, from an analytical point of view (RQ2), how the terms of a contract and administrative practice can influence whether or not rights can be reverted and whether or not subsequent royalties are distributed to the appropriate party. For example, the terms of a contract can determine whether or not rights can be reverted.

4.3.4.4 Dispute pathway and settlement dynamics

Identifying discrepancies through statement review, requesting fuller reporting, escalating the situation in situations where cooperation was not forthcoming, and moving towards a negotiated settlement that involved staged payments and compromise are all steps that are indicated by Shathesh's account, which indicates a stepwise dispute pathway (Shathesh, personal communication, 2023). Shathesh's account also indicates that there is a stepwise dispute pathway. The fact that this is the situation demonstrates that it may be necessary to have the ability to compel disclosure as well as access to historical reporting in order to successfully resolve disputes.

4.3.4.5 Publisher role and compliance perspective (triangulated with TASB interview)

Khir pointed out that some disagreements are made more difficult by rules about compliance and who has the power to collect requirements. This was talked about from the point of view of the TASB, which was from an institutional point of view. It was stressed that collecting money in these situations would be wrong and would put governance at a serious risk (Khir, personal communication, 2023). She gave examples of times when a company's licence or authority might have run out, and she made it clear that this would be the case. This institutional observation helps to explain Shathesh's worries about transparency as not just a problem with information, but also a problem with following rules and authority. This interpretation makes it hard to tell if the collections and distributions are real and can be checked.

4.3.4.6 Summary mapped to the research questions

RQ1: Identifies violations of transparency (incomplete statements) and barriers to verification as a fundamental issue with regard to royalties (Shathesh, personal communication, 2023).

RQ2: This demonstrates how ownership control and downstream royalties can be distorted by sub-publishing structures, auto-renewal, and unclear release/reversion processes (Shathesh, personal communication, 2023).

RQ3: This provides support for improvements such as comprehensive reporting, more transparent disclosure, and more stringent compliance and authority verification prior to the collection and distribution of information (Khir, personal communication, 2023).

4.3.5 Findings and Discussion of TASB (Publisher Representative: Kimmy Khir)

According to Khir, the publishing function of the TASB encompasses not only the administration of royalties as is customary, but also the management of documentation, the resolution of disputes, and the education of rights. Khir's personal communication from the year 2023 Providing writers with an explanation of the various rights categories and revenue streams, assisting with registrations and claims, pursuing reports in cases where anomalies are suspected, and providing support for the resolution of disputes through negotiation and, if necessary, formal escalation are all examples of the tasks that are included in the work of a publisher, according to her account.

In addition, she emphasised the significance of avoiding squandering time when it comes to the process of recovering backdated royalties. According to her explanation, funds that have not been claimed within particular systems may only be held for a limited amount of time (which she describes as being three years). According to Kir's personal communication at 2023, this indicates that if reporting or claiming of the money are delayed, it may result in a loss that is irreversible rather than merely an inconvenience. This point is included in the process of providing an institutional context for the reasons why reporting access is essential in cases that involve a significant amount of dispute, such as the cases of Adi Priyo and Shathesh.

As an additional point of interest, Khir positioned compliance and authority as two of the most significant concerns regarding fairness. She warned that it is unethical to continue collection after an agreement or licence has expired, and she expressed her concern about this. As a consequence of this, the thesis argument that in order to achieve transparency and fairness, not only is it necessary to have accurate splits and documentation, but it is also necessary to have lawful and up-to-date authority to collect and distribute information (Khir, personal communication, 2023) is given more weight as a result of this particular circumstance.

4.3.6 Findings and Discussion of MyIPO (Representative: Syaufiq Latif)

In the cases that involved the songwriters, Latif provided an explanation of the institutional boundaries that were relevant to the discussion. His explanation is that copyright protection in Malaysia is automatic, which means that creators do not need to register musical works with MyIPO in order for protection to exist (Latif, personal communication, 2023). This is according to his explanation.

At the same time, he offered an explanation of the role that MyIPO plays in relation to collective management, which is as follows: The fact that MyIPO declares or recognises collective management organisations (CMOs) for activities related to licensing and royalty collection places organisations like MACP within the context of an institutional framework (Latif, personal communication, 2023).

This distinction is significant for the current study from an analytical standpoint because the songwriter issues that are documented in this chapter primarily occur in the operational layers of publishing administration and collective management. These layers include registration practices, claims, reporting access, and dispute pathways. Rather than occurring at the level of whether or not copyright exists, this distinction is significant. RQ1–RQ3 are connected to practical reforms in administration and contract clarity through this, rather than to the fundamental legal basis of copyright protection. This is because of the situation described above.

4.3.7 Findings and Discussion of MACP

In spite of the fact that this analysis relies heavily on the documentary record to support MACP's position in the Adi Priyo dispute, the record itself offers a comprehensive illustration of the limitations that are imposed by the institution. According to the General Manager of the MACP, the matter was a private dispute between parties. He stated that the Board did not have the authority to intervene in disputes between members, and he also mentioned that the relevant department had been responsible for the administrative processing of the matter (Leong, 2018).

This evidence is significant for interpretation because it demonstrates how disagreements regarding the rights chain may be outside of the direct intervention of the organisation, even when royalty receipts and distributions are handled by the collective administration. As a consequence of this, the songwriter and the publisher who is willing to pursue disclosure, negotiation, and (if necessary) legal escalation may be the ones who are primarily responsible for the burden of proof and the work of resolving claims.

4.4 Cross-Case Themes

To ensure that the chapter answers the research questions rather than presenting isolated case summaries, this section synthesises recurring patterns across the four songwriter cases and triangulates them with institutional perspectives.

4.4.1 Theme 1: Transparency and Verification Barriers as The Core Royalty Problem (RQ1; RQ3)

Over the course of all the cases, the most persistent issue was not simply whether royalties were paid; rather, it was whether or not songwriters were able to verify what was collected, how it was calculated, and whether or not the appropriate recipients were identified. As an illustration of how verification barriers can become the core 'royalty issue' in practice, Shathesh's experience of incomplete statements and delayed disclosure of information is provided (Shathesh, personal communication, 2023). The document trail of Adi Priyo provides additional evidence that even in situations where the parties involved agree to correct registrations, the absence of complete historical reporting can cause a delay or even prevent full recovery (Meeting minutes, 2018).

The example of Awi Rafael's "blanket licence/backdated collection" illustrates the same concept in a form that does not involve a dispute: in the absence of a convincing explanation, retrospective adjustments can appear unpredictable, even when they are advantageous (Awi Rafael, personal communication, 2023). The data therefore lend support to improvements that are centred on reporting completeness, providing a clearer explanation, and strengthening verification pathways, as seen from the perspective of RQ3.

4.4.2 Theme 2: Contract Clarity and Publisher Performance Shape Ownership and Distribution Outcomes (RQ2)

It appears from the cases that contractual arrangements and relationships between publishers and songwriters have an effect on the outcomes through the establishment of expectations and the performance of administrative tasks. The OST example provided by Awi Rafael illustrates how rights and income streams can be divided through joint-venture agreements. If revenue categories and shares are not specified in a clear manner, there is a greater possibility that there will be a misunderstanding in the future (Awi Rafael, personal communication, 2023).

The dispute between Adi Priyo and the songwriter demonstrates the consequences that occur when registration pathways reflect entities that the songwriter claims he never contracted with. The ownership understanding and distribution outcomes become dependent on who controls reports, who can disclose data, and who can negotiate corrections (Hikmah Khalid & Co., 2017; Khir, 2018). In a similar vein, Shathesh's account suggests that when renewal and reversion processes are not transparent, they have the potential to extend the time period during which royalties continue to flow through intermediaries (Shathesh, personal communication, 2023).

It is generally accepted that publishers who actively pursue disclosure and correction, maintain documentation, and educate their readers about their rights are perceived to be improving the outcomes of their cases. This provides support for the objective of the study, which is to investigate the relationship between publishers and songwriters as an operational factor that influences ownership recognition and royalty distribution.

4.4.3 Theme 3: Improvements Require Both System-Level and Practice-Level Reforms (RQ3)

The evidence suggests that in order to improve transparency and fairness, reforms at both the practice level and the system level are required. The practice level would benefit from more transparent contract clauses (including the scope of rights, reporting timelines, and termination/reversion steps), as well as routine split documentation, which would reduce the number of disputes and improve accuracy. At the system level, a reduction in information barriers would be achieved through the implementation of more transparent institutional guidance on dispute pathways and more robust verification mechanisms.

There is a demand for more robust traceability and auditable records, which is reflected in technology-oriented proposals such as artificial intelligence and blockchain time-stamping and evidence logging (Awi Rafael, personal communication, an unknown date). Observations made by institutions regarding time-limited backdated recovery and authority-to-collect compliance highlight the fact that transparency is not only a communication preference but also a requirement for governance (Khir, personal communication, 2023).

4.5 Synthesis of Findings in Relation to the Research Questions

4.5.1 RQ1: What Copyright-Related Issues in Musical Works are Experienced by The Selected Songwriters Under TASB?

The songwriter cases show that copyright issues mostly come up when (i) there are disputed claims or a mismatch between the way publishing registration works and the way contracts work (most clearly in Adi Priyo's four-song dispute), (ii) incomplete statements and reporting barriers make it hard to verify and keep disputes going (most clearly in Shathesh's case), and (iii) the amount of royalties is unpredictable because of changes in the catalogue and events that happen after the fact (as shown b Adeep Nahar's answers show that people think there are risks of misuse and deception in splits and credits. This demonstrates that issues pertaining to copyright are considered to be both administrative and legal problems.

4.5.2 RQ2: How Do Publisher–Songwriter Relationships and Contractual Agreements Influence Copyright Ownership and Royalty Distribution?

The relationship that exists between the publisher and the songwriter has the potential to have a significant influence on the outcome by either increasing or decreasing the information asymmetry from one instance to the next. Songwriters have reported that when publishers educate them about their rights, they are better able to understand their rights and identify potential issues at an earlier stage (Awi Rafael, personal communication, 2023; Adi Priyo, personal communication, 2023). This is because publishers educate them about their rights. This is something that has been done by publishing companies. Contractual agreements can have an effect on ownership and distribution in a number of different ways, including the definition of splits, the inclusion or exclusion of revenue categories (such as OST/synchronization shares), and the clarification of termination or reversion steps. As a result of the determination of who has control over the documentation, reporting, and access to institutions, the recognition of ownership and the distribution of outcomes are contingent upon the circumstances in which the agreements are ambiguous or there is a lack of disclosure.

4.5.3 RQ3: What Improvements Can Enhance Transparency and Fairness in Royalty Management for Songwriters in Malaysia?

There is evidence to suggest that improvements should be made in the following areas: (i) standardised and comprehensive reporting practices (including historical reports in cases where claims are contested); (ii) clearer disclosure obligations and clearer procedural guidance on dispute pathways; (iii) stronger rights education at entry and during publisher onboarding; and (iv) better documentation practices (as demonstrated by split sheets, registration updates, and clear contract clauses). The cases also demonstrate that verification tools that simplify the process of tracing things could result in long-term improvements that ensure the authority to collect is kept up to date (Awi Rafael, personal communication, 2023; Khir, personal communication, 2023). Possibly, these alterations will remain in place for some time. It is possible to make these adjustments over time.

4.6 Summary of Findings

The findings of this case study indicate that copyright and royalty issues experienced by the selected songwriters under Taja Archive Sdn. Bhd. (TASB) are driven less by the existence of copyright protection in principle and more by how rights are defined, documented, administered and verified in practice. Across the four songwriter cases, the evidence shows that the most consequential points of vulnerability occur at the junction between contractual arrangements (how rights and revenue streams are agreed), publishing administration (how those agreements are operationalised), and collective administration processes (how works and shares are processed into distributions). In this setting, “copyright issues” are experienced not only as disputes over entitlement, but also as uncertainty created by incomplete documentation, limited reporting access, and difficulties verifying whether royalty outcomes accurately reflect usage and agreed ownership shares.

A consistent finding is that contract clarity operates as the upstream determinant of later royalty outcomes. Where collaborations involve multiple parties and revenue categories—particularly in arrangements where publishing shares and synchronisation-related income may be negotiated—uncertainty or ambiguity at the contracting stage becomes a downstream administrative problem. Conversely, where rights, splits and scope are clearer, the songwriter's concerns shift away from disputing entitlement and towards explaining variability and understanding the factors that influence royalty amounts. The data therefore supports the conclusion that the "royalty problem" in practice is frequently rooted in documentation quality and definitional clarity rather than only in the act of distribution itself.

The findings further show that publisher–songwriter relationships materially shape how copyright ownership and royalties are understood and pursued. In these cases, the publisher functions not merely as a collection intermediary but as an operational actor who may provide rights education, manage and interpret documentation, seek reporting access, and support enforcement steps when anomalies occur. Where the songwriter has limited visibility of reporting or encounters contested claims, the ability to obtain records, reconstruct historical reporting, and pursue corrections becomes central to whether entitlements can be confirmed and recovered. This was particularly evident in dispute-based experiences where resolution required staged steps—correction of claims, provision of reports, and subsequent recovery—rather than a single decisive outcome.

The institutional clarification that was provided by MyIPO lends support to the interpretation that the practical difficulties that were described by the participants appear to originate primarily within the operational and administrative layers of the ecosystem, rather than within the legal existence of copyright itself. The evidence as a whole suggests that transparency, verifiability, and access to information are the fundamental conditions that determine the degree to which songwriters have faith in the fairness of royalty payments. This is because of the fact that the evidence suggests that accessibility to information is the most important factor. This chapter will develop conclusions and recommendations that directly respond to the study objectives and research questions, as well as draw out the implications of the evidence; it will also develop the implications of the evidence. These findings provide the necessary empirical basis for the concluding chapter.

CHAPTER 5
CONCLUSION AND RECOMMENDATIONS

5.1 Introduction

Using the qualitative case study of Taja Archive Sdn. Bhd. (TASB) and four selected Malaysian songwriters—Awi Rafael, Adi Priyo, Adeep Nahar, and Shathesh—this chapter provides an overview of the findings and suggestions that were derived from the research. Through the utilisation of the within-case and cross-case findings that are described in Chapter 4, the discussion is structured in such a way that it addresses the research questions and accomplishes the objectives of the study. This chapter compiles evidence regarding (i) the difficulties associated with copyright and royalties that are encountered in practice, (ii) the impact of contractual agreements and publisher-songwriter dynamics on the comprehension of copyright ownership and royalty allocation, and (iii) potential enhancements that could be put into place to promote transparency and fairness in royalty management for songwriters in Malaysia (Yin, 2018; Patton, 2002).

In this study, a pragmatic approach to copyright is taken, and it is asserted that rights and entitlements are only significant for songwriters when they can be actualised through the use of contracts, registrations, reporting, and dispute resolution mechanisms that are enforceable. The 'copyright issue' that is commonly recognised encompasses both the legal principles and the practical circumstances that influence a songwriter's ability to (a) assert ownership or shares, (b) monitor the utilisation of a work, and (c) synchronise usage with received remuneration.

Rather than providing numerical prevalence estimates, this thesis makes use of a qualitative case study design, which results in conclusions that are articulated as analytically transferable insights concerning mechanisms (the emergence and resolution of issues). This thesis focuses on the recurring patterns that were discovered in the four songwriter cases as well as the institutional framework that was developed by the TASB, MyIPO, and MACP. These patterns collectively highlight the areas of transparency failure as well as the reforms that would most effectively address those failures (Yin, 2018).

5.2 Conclusions

5.2.1 Copyright and Royalty Issues Experienced by Selected Songwriters Under TASB

The evidence shows that the most significant "copyright and royalty issues" that the selected songwriters under Taja Archive Sdn. Bhd. (TASB) have encountered are primarily operational and evidential in nature. These issues arise when rights need to be documented, administered, and verified in order to convert usage into accurate royalty outcomes. Over the course of all the cases, the most difficult aspects were concentrated at the intersection of (i) ownership and split documentation, (ii) publishing registration and reporting pathways, and (iii) access to complete statements that were required to verify that distributions reflect actual usage and agreed entitlements (Awi Rafael, personal communication, 2023; Shathesh, personal communication, 2023). Therefore, it can be concluded that the term "payment issues" did not always refer to a straightforward lack of payment. Instead, the cases demonstrate that songwriters may be unable to confirm what has been collected and what is still payable, even when a dispute is acknowledged in principle. This is because incomplete or delayed reporting, restricted disclosure within sub-publishing structures, and difficulties in reconstructing historical statements are all factors that can prevent this from happening. The dispute over Adi Priyo's "four conflicted songs" is the most compelling example. In this case, the alleged absence of a publishing contract was accompanied by registration and collection pathways that involved third parties. This resulted in a prolonged period of uncertainty and staged recovery efforts that were dependent on the disclosure of master reports and historical data (Hikmah Khalid & Co., 2017; Meeting minutes, 2018). At the same time, the findings demonstrate that unpredictability can also take place in the absence of a conflict between adversaries: Without the underlying licensing and reconciliation process being communicated clearly and supported by verifiable reporting, retrospective adjustments may appear difficult to explain to writers, as demonstrated by Awi Rafael's account of a blanket licence and backdated reconciliation (Awi Rafael, personal communication, 2023). As a result, retrospective adjustments may appear to be difficult to explain to writers.

Specifically, the cases point to three recurrent "points of failure" in the system. When publishing registrations, sub-publishing arrangements, or historical catalogue handling do not align with what the songwriter believes they agreed to contractually, the rights chain can become contested. This is the first point to consider. Second, even in situations where there is a willingness to correct a record, the lack of complete historical reporting can cause a delay in the recovery process and keep the songwriter uncertain about what is still outstanding. Third, when reporting is incomplete (for instance, when it is provided in fragments or summaries), it becomes even more difficult to differentiate between ordinary royalty fluctuations and an underlying misallocation problem. This makes it more difficult to trust the information, even when there is no evidence of intentional wrongdoing.

These findings also shed light on what the term "payment issues" actually means in business parlance. In many cases, the participants encountered difficulties that were not related to the concept of royalties; rather, they were unable to provide an explanation and evidence for why a specific amount was paid (or not paid) for a specific time period. To put this into practice, the evidential gap becomes a form of payment risk. If the songwriter is unable to obtain an auditable trail, they are unable to confidently confirm whether the payment is complete, whether backdated amounts are still recoverable, or whether a third party's registration or renewal has redirected income.

Accordingly, the study comes to the conclusion that "copyright issues" and "royalty issues" in these cases overlap: disagreements regarding the contractual basis, publishing claims, and reporting access are simultaneously disagreements regarding copyright control (who is recognised as the rights holder) and royalty distribution (who is paid, when, and on what evidential basis).

5.2.2 Influence of Contractual Arrangements and Publisher – Songwriter Relationship on Ownership and Royalty Outcomes

In the end, the research comes to the conclusion that the clarity of the contract and the performance of the publisher are the upstream factors that determine the downstream royalty outcomes. Contractual arrangements have the ability to shape the understanding of ownership by defining the rights that are granted, the manner in which splits are distributed among collaborators, and the inclusion or exclusion of specific revenue categories, such as synchronization-related income for audiovisual uses. In situations where splits, scope, or termination/reversion mechanisms are not clear, subsequent administration may proceed on assumptions that the songwriter does not agree with, which can lead to increased dissatisfaction and the possibility of conflict (Awi Rafael, personal communication, 2023). Publisher–songwriter relationships influenced outcomes through three mechanisms that were observed across all of the cases: (i) reducing information asymmetry through rights education and explanation of income pathways; (ii) strengthening verification by pursuing complete statements and translating fragmented reports into quantified claims; and (iii) increasing enforcement capacity in dispute contexts; this was accomplished by coordinating negotiations and formal escalation when it was necessary. When it came to cases that were based on disputes, the ability to access or compel disclosure of documentation became more important than the mere existence of underlying usage in determining whether or not ownership recognition and royalty distributions could be corrected and recovered in practice (Khir, personal communication, 2023; Leong, 2018; Meeting minutes, 2018).

The conclusion is not that every contract results in conflict; rather, it is that contracts serve as the primary instrument that translates creative collaboration into rights that can be administered. The downstream work of publishers and CMOs becomes less complicated when contracts clearly define (i) the nature of the grant, (ii) the splits and revenue categories, and (iii) the administration and reporting obligations. Additionally, the songwriter has a clearer benchmark for verification when the contracts are in place.

Conversely, when contractual arrangements are ambiguous, informal, or not accompanied by supporting documents (such as split sheets), later administration may be driven by default assumptions in industry practice or by whatever data is held by the party controlling registrations and reports. This can be a potentially problematic situation. When it comes to royalty distribution, this is significant because data control frequently determines practical power. The ability to provide statements, verify a rights chain, and negotiate corrections is heavily dependent on who has access to and discloses the relevant records.

Furthermore, the evidence suggests that the relationship between the publisher and the songwriter is a significant governance mechanism with significant implications. As a result of publishers actively educating writers, requesting complete statements, maintaining documentation, and reporting anomalies, they are able to reduce information asymmetry and raise the standard of accountability throughout the chain. Where publishers are not actively involved (or where writers are left to navigate institutions on their own), the same ecosystem becomes opaque, and disagreements are more likely to go unresolved or to be resolved only partially.

5.2.3 Improvement to Enhance Transparency and Fairness in Royalty Management for Songwriters in Malaysia

According to the evidence provided by the songwriter and the institution, the modifications that have the greatest impact are those that simplify the process of verifying information, reduce the barriers to disclosure, and make contracts more transparent. This entails writing and explaining contracts in a more clear and concise manner (including the rights scope, revenue categories, split documentation, reporting expectations, and termination/reversion steps), always using split sheets and updating registrations on time, and always providing songwriters with full royalty statements so that they can check their collections and allocations. Clearer public guidance on how to handle disputes and when institutions can step in are some of the improvements that can be made at the system level. Other improvements include stronger norms for timely reporting disclosure (including historical reporting when corrections are needed), and a clearer focus on lawful authority-to-collect as part of fair royalty governance (Khir, personal communication, 2023; Leong, 2018). Additionally, the findings provide evidence that records that are able to be audited and traced have a long-term value. It was suggested that technologically advanced tools could be used to enhance traceability. Some examples of these tools include structured evidence logs and timestamping. However, in order to put these tools into action, careful governance and coordination with stakeholders would be required (Awi Rafael, personal communication, 2023).

Consequently, the enhancements that are being proposed here are supposed to be "mechanism-focused" on purpose by design. Based on the evidence that is currently available, it appears that reforms should give priority to the following aspects: (a) the comprehensiveness of reporting; (b) the speed and clarity of disclosure; and (c) the standardisation of documentation that establishes a connection between contracts and registrations. The following activities are carried out by the combination of these three components: Complete reports that do not have clear split documentation continue to leave room for ambiguity, and clear split documentation that does not include access to reports continues to have the effect of preventing verification.

Another implication is that the process of handling disputes ought to be designed in such a way as to reduce the amount of time and money that is imposed on songwriters. Creators may have no practical option other than to engage in drawn-out negotiations or to escalate their legal situation in situations where institutional positions treat rights-chain disputes as private matters. Although private resolution is sometimes appropriate, the cases suggest that the ecosystem would benefit from clearer procedural guidance on what information can be released, under what conditions, and what minimum reporting should accompany any correction of registrations or withdrawals of claims. This would be beneficial to the ecosystem.

To summarise, compliance and transparency are components of the picture that cannot be separated from one another. If the authority to collect is not made clear or if it has become obsolete, it is possible that even reasonable calculations could be construed as being unfair. This outcome is possible even if the calculations are reasonable. Therefore, more transparent standards for confirming the current authority and for communicating changes to songwriters would increase confidence and reduce disputes that are driven by uncertainty rather than by proven instances of misappropriation. This would be beneficial for both parties. This would be advantageous for both of the parties involved.

5.2.4 Income Mechanisms: Streaming-Related Income and Payment Risks

Songwriters have the potential to generate income from streaming-linked uses in the digital music environment. This is accomplished through the rights that are attached to the underlying musical work and to the exploitation of that work across various platforms. Despite the fact that the operational pathways vary depending on the right category and the manner in which uses are licensed, the evidence presented in this study suggests that the primary risks that songwriters face are not limited to the question of whether or not they have income, but rather whether or not that income can be verified, traced, and correctly allocated according to shared agreements. This is in line with the findings of the case, which indicated that the most significant issues were reporting access, contested claims, and delayed disclosure of information that was necessary to reconcile historical usage and distributions (Shathesh, personal communication, 2023; Meeting minutes, 2018).

In Malaysia, streaming-linked income can be difficult for songwriters to interpret because digital streaming platforms (DSPs) do not operate under a single, uniform remuneration approach. Kamal and Tajuddin (2023) highlight that songwriters should understand how different DSP remuneration models relate not only to streaming returns, but also to wider income pathways—particularly the way streaming visibility can connect to live-performance gains (for example, through ticket and merchandise sales) and how social media presence influences audience engagement and event attendance. This platform-to-performance link increases the importance of clear reporting and explainable statements, because creators may otherwise struggle to reconcile platform activity with what is eventually reflected in royalty distributions (Kamal & Tajuddin, 2023).

From the songwriter perspective, 'payment issues' in the streaming era were reflected as (i) uncertainty about how a given platform's usage translates into royalty amounts, (ii) delayed or incomplete statements that prevent verification of allocations, and (iii) disputes where the rights chain and publishing registrations determine who can receive information and who can claim income. The case evidence therefore supports a conclusion that transparency and fairness require: (a) clearer explanations to writers of what income streams can arise and through which channels, (b) reliable access to complete reports (including historical reporting when corrections are needed), and (c) contract clarity at the outset so that splits and rights scope are not later contested (Awi Rafael, personal communication, 2023; Adi Priyo, personal communication, 2023; Hikmah Khalid & Co., 2017).

In a more tangible sense, streaming platforms generate revenue, which is then distributed through a number of different rights layers. The question that is pertinent for songwriters is not simply whether or not streaming generates income; rather, it is how the musical work is identified, how shares are matched to the appropriate writers and publishers, and how those shares are carried through to distributions. Despite the fact that the work is widely utilised, the cases illustrate that weaknesses at the identification and matching stages, such as incomplete work data, disputed registrations, or unclear shares, can still result in downstream payment risks.

Additionally, the findings provide an explanation for the reason why certain writers encounter 'variability' rather than 'non-payment'. Whenever distributions are based on aggregated reporting periods, cross-border collections, backdated reconciliations, or changes in licensing coverage, the amounts that are derived from these distributions may undergo significant variations from one distribution to the subsequent distribution. Variability can be perceived as unpredictability, which undermines trust and makes it difficult for working songwriters to plan their finances appropriately. This is especially true in the absence of clear explanatory notes and access to statements that lie beneath the surface.

Therefore, the study comes to the conclusion that in order to improve the outcomes for songwriters in the era of streaming, two parallel efforts are required: first, improved technical and administrative traceability (including accurate identifiers, complete work data, and transparent statements); and second, improved communication and education in order to enable writers to interpret platform-linked income and differentiate between normal volatility and red-flag indicators of misallocation. Both of these efforts are necessary in order to improve the outcomes for songwriters.

5.2.5 Assessment of the Study Proposition (Conceptual Framework)

In this study, the conceptual framework delineated in Chapter 3 was employed to analyse the presentation and resolution of copyright and royalty-related issues within the context of the TASB case. The framework posits that outcomes for songwriters—namely (i) clarity of copyright ownership, (ii) transparency of royalty flows, (iii) the capacity to verify and assert entitlements, and (iv) mechanisms for dispute resolution—are influenced by the interplay of (a) publisher–songwriter relationships, (b) clarity in contracts and agreements, (c) documentation and administrative practices, and (d) institutional interactions within collective administration (MACP, 2023; MyIPO, n.d.; Rutter, 2016; Yin, 2018). The findings consistently support this structure.

First, the findings indicate the fact that the cases that involve songwriters have shown that clear contracts and agreements are an upstream factor that influences the outcomes of ownership and royalty later on. The cases demonstrated that when the scope of rights, splits, and revenue categories were made clear, there was a reduction in the number of disagreements and that ownership was more guaranteed. In contrast, downstream administration was at risk of a mismatch between registration pathways and the songwriter's understanding of entitlement whenever there were disagreements or confusion regarding contractual chains and rights allocations. This was the case when there was a mismatch between the two. There were times when there were disagreements or confusion, and this was the case. This increased the likelihood that there would be a lengthy contestation and a delay in recovery, according to the minutes from the meeting that took place in 2018, as well as the personal communication that Awi Rafael sent in 2023, as well as the personal communication that Shathesh sent in 2023.

Second, the evidence demonstrates that the professional relationship between the publisher and the songwriter has an impact on the outcomes by influencing the manner in which people communicate with one another, the manner in which they collaborate, and the manner in which they create new knowledge. When the relationship with the publisher was an active support system, songwriters reported that they felt more confident about the way royalties were handled and that they were better able to deal with problems when they arose. They did this by providing information about rights, assisting with paperwork, and persistently urging people to report incidents. The processes for resolving disputes, on the other hand, took longer and relied more on constant follow-up and formal escalation (Shathesh, personal communication, 2023; Meeting minutes, 2018). This was the case at times when access to reporting was limited or documentation was scattered. According to this interpretation, the relationship between the publisher and the songwriter serves as both an administrative connection and a practical mechanism through which rights are made interpretable and enforceable (Rutter, 2016; Yin, 2018). This interpretation suggests that the relationship serves both of these functions.

Third, the findings offer strong confirmation that the centrality of documentation and administrative practices, such as record keeping, accurate registration and identification, and claims correspondence, is the pathway through which rights translate into outcomes that can be verified. This is the third and final point. The cases indicate that the "royalty problem" is frequently experienced not as a straightforward lack of payment, but rather as a challenge in verifying what was collected, how it was calculated, and whether or not the appropriate recipients were identified. This is the case because the cases indicate that the "royalty problem" is frequently experienced. In situations where statements were incomplete, historical reports were difficult to obtain, or correspondence was prolonged, the songwriter's ability to verify or claim entitlements was hindered, and the resolution of disputes was slowed down (Leong, 2018; Meeting minutes, 2018). When this occurred, the songwriter's ability to verify or claim entitlements was hindered.

In conclusion, the findings of the study indicate that interactions between institutions can make it more difficult for publishers and songwriters to achieve success, even when they exert a great deal of effort to monitor and adhere to the terms of their contracts. Based on the documentary record, it appears that disagreements regarding the rights chain could be classified as private matters that are exempt from intervention by institutions. At this point, the responsibility for proving, negotiating, and enforcing this lies with the songwriter as well as their publisher or representative (Leong, 2018). For the purposes of achieving fair results, it would appear that robust contracts, positive working relationships, and comprehensive documentation are all essential components. On the other hand, when ecosystem-level norms for reporting access and disclosure are limited, these conditions might not always be sufficient (MACP, 2023; MyIPO, 2023). Consequently, the framework interpretation is enhanced by this discovery.

It is generally accepted that the evidence lends support to the primary concept of the framework, which asserts that the degree to which contract clarity, relationship practices, documentation quality, and institutional processes all interact with one another has an effect on the outcomes for songwriters. However, when one or more of these areas does not function properly, particularly when the documentation is not complete or when the reporting is not easily accessible, the results are frequently unclear, more difficult to check, and take longer to settle (Awi Rafael, personal communication, 2023; Shathesh, personal communication, 2023; Leong, 2018; Meeting minutes, 2018). The result of these areas being in sync is typically a more distinct picture of who owns what, increased transparency regarding the manner in which royalties are paid, and a reduction in the number of ways in which disagreements can be resolved.

5.3 Implications/Contributions

5.3.1 Implications for Songwriters

Not only does the creative output of songwriters play a role in determining their professional sustainability in the digital era, but the findings also highlight the importance of documentation discipline and informed contracting. The maintenance of clear split documentation, the verification of complete statements to verify collections and distributions, and the maintenance of updated registrations are all beneficial to songwriters. In situations where writers are unable to interpret or access reporting, they continue to be vulnerable to information deficiency and may not become aware of issues until a considerable amount of time has passed.

There is a practical implication that songwriters ought to take into consideration, and that is the consideration of documentation as a component of professional practice. Among these are the maintenance of signed agreements, the maintenance of split confirmations for each collaboration, and the maintenance of registrations that are checked on a regular basis to ensure that they accurately reflect the current arrangements. It is possible for backdated recovery to be time-limited or administratively burdensome in a system; consequently, early detection and timely follow-up are protective behaviours that ought to be implemented.

In addition, the cases suggest that it is beneficial for writers to be aware of the questions that they should ask, such as what rights have been assigned, which revenue categories are applicable, what reports will be provided and when they will be provided, and what steps are applicable in the event that a third party asserts a claim. A decrease in the reliance on informal assumptions and an increase in the songwriter's capacity to participate meaningfully in negotiations and corrections are both positive outcomes of the development of this literacy.

5.3.2 Implications for Publishers and Publisher–Songwriter Relationships

The cases show that "publisher performance" is an important factor in figuring out how fairness issues will affect publishers. An effective publisher practice includes teaching new employees about the business, making sure everyone understands the different types of revenue, keeping thorough records and helping with registration, and having regular reporting routines. During a dispute, publishers can be very important in getting information out, figuring out how much money is owed, and finding ways to settle the case. These functions not only correspond with literature depicting publishers as administrators and intermediaries, but they also underscore that the practical utility of a publisher is achieved through transparency and proactive support rather than passive collection (Rutter, 2016).

When it comes to publishing, the implications extend far beyond the idea of "collecting." The evidence suggests that when publishers adopt transparent service standards, they make a contribution to the fairness of the industry. These standards include providing writers with regular updates, providing documented explanations of revenue categories, and establishing clear procedures for escalating any anomalies that are discovered. Because of the implementation of these standards, there is an increase in the predictability of the writing process for writers, and over time, counterparties will have more stringent expectations.

Furthermore, publishers are in a position to serve as a conduit between various types of creators and institutions within the entertainment industry. When publishers are able to translate institutional documentation into information that is understandable for writers, they are able to reduce friction and shorten resolution pathways. However, when publishers are also able to translate writer concerns into requests for actionable documentation, they are able to reduce friction and shorten resolution pathways. Independent authors, who may not have access to additional administrative or legal support within their organisation, are the ones who are most likely to be affected by this.

5.3.3 Implications for Malaysia's Collective Administration Ecosystem

According to the findings, in order to ensure fairness at the ecosystem level, it is necessary to have clarity regarding the roles that institutions play and the alternative dispute resolution processes that are available to creators. It is possible for songwriters to be left without clear institutional remedies in situations where a CMO position treats rights-chain disputes as private matters. This is the case even when collective administration is the channel through which royalties are distributed. According to Leong (2018), if public guidance were more transparent and reporting-access norms were more consistent, it would result in an increase in trust and a decrease in the transaction costs associated with the resolution of disputes.

The findings of the study suggest that trust is an outcome of the design of processes at the ecosystem level. This makes it easier to resolve disputes and reduces the likelihood that they will escalate when reporting is complete and easily accessible. When reporting is incomplete or difficult to obtain, disagreements tend to drag on for longer periods of time and can develop into allegations that may not be able to be proven simply because there is a lack of evidence currently available.

Providing more transparent explanations of roles to the general public would also help reduce confusion. When songwriters have a clear understanding of what

MyIPO does (and does not do), what MACP can intervene in (and cannot intervene in), and what publishers are contractually responsible for, their expectations become more realistic, and disagreements can be directed to the appropriate forum in a more efficient manner.

5.4 Recommendations

5.4.1 Practice-Level Recommendations (Contracts, Documentation and Reporting)

First, contracts and agreements should be draughted and explained to songwriters in a manner that clearly specifies the following: the scope of rights, the revenue categories that are included, the percentages of splits, the reporting timelines, and the mechanisms for termination, reversion, or renewal. To reduce the amount of ambiguity that exists at the point where rights need to be operationalised, the second step is for publishers and writers to keep standardised split sheets and registration records. The third recommendation is that the routine provision of complete royalty statements, as opposed to partial extracts, should be normalised. This will allow songwriters to verify allocations and identify discrepancies at an earlier stage.

In addition, standard templates can be utilised for split sheets and collaboration confirmations, which is especially useful for projects that involve multiple parties (for example, OST arrangements). Not only should these templates record percentages, but they should also record the revenue categories to which the split applies. This will ensure that the same split is not mistakenly assumed to apply to each and every source of income.

It is also recommended that publishers take into consideration the provision of "statement guides" that provide an explanation of how to read royalty statements, including what each line item represents, what the time window is, and what causes backdated adjustments. Due to the fact that the basis of calculation is not clear, this would directly address the evidence that writers can experience uncertainty even when they are receiving positive payments.

5.4.2 System-Level Recommendations (Guidance Pathways and Verification)

At the level of the system, stakeholders should work to improve transparency by developing more transparent public guidance on roles and dispute pathways. This guidance should include information on how songwriters can seek clarification and what institutional limits apply in private disputes. In order to improve verification, stronger reporting-access norms could be implemented (including historical reporting in cases where corrections are required), and a clearer compliance emphasis could be placed on lawful authority-to-collect, which is a necessary condition for fair distribution.

An example of a practical reform at the system level would be to specify minimum reporting disclosure in correction contexts. For instance, when a claim is withdrawn or a registration is amended, the affected rights holder should receive an agreed-upon minimum set of historical reporting that is sufficient to verify what was collected and what is still payable. In this way, the duration of follow-ups would be cut down, and the likelihood of corrections being made without any effective recovery would be reduced.

A consistent set of identifiers and data hygiene practices (including accurate work metadata, writer identifiers, and publisher identifiers) should also be supported by the ecosystem whenever it is feasible to facilitate such support. Despite the fact that the technical implementation differs depending on the stakeholder, the policy implication remains consistent: improved data quality leads to fewer mismatches, which in turn leads to fewer disputes.

5.4.3 Education and Awareness Recommendations

In lights of the fact that the cases contain evidence of information asymmetry, it is recommended that targeted rights education be improved both at the beginning and during the onboarding process for publishers. Educating people about the significance of split documentation, the scope of the contract, and the revenue categories, as well as the statements and reports that should be requested for verification, should be the primary focus of education.

This education should be provided in the form of brief modules during the onboarding process, plain-language contract briefings, and regular refreshers that are linked to common "trigger moments," such as the first major placement, the first OST, cross-border exploitation, and catalogue reversion (Farish, 2011). In order to meet the requirements of songwriters in the environments in which they are employed, these forms ought to be crafted. Literacy, according to this way of thinking, is not merely a skill that professionals need to learn once, but rather a skill that they need to continue learning over time (Farish, 2011; McGovern, 2015).

Educating students is most effective when it is coordinated, according to the findings of the study. It is possible for publishers, chief marketing officers, and relevant agencies to reduce the number of messages that are in conflict with one another by adhering to the same vocabulary and developing guidance materials that are shared. The likelihood of writers receiving explanations that are either insufficient or do not make sense is reduced as a result of this aspect.

5.5 Limitations of the Study

The focus of this study is on four songwriter cases that were brought before the TASB. It is a qualitative case study. The findings are more easily transferable analytically than they are statistically generalisable because they are based on a case study. Triangulation based on documentary evidence was most effective in the case of Adi Priyo because written records were readily available. Other cases, on the other hand, relied more heavily on interview evidence. Furthermore, institutional interviews offer a contextual understanding; however, they are not a suitable replacement for a comprehensive mapping of all operational practices across the Malaysian music ecosystem. The validity of the findings is not called into question by these limitations; rather, they influence how the findings should be interpreted and applied (Yin, 2018).

When translating materials from interviews conducted in a mixed English and Malay language into formal academic English, it is possible that subtle shifts in tone will occur. It was made sure that the meaning of the statements made by the participants was preserved, but in the future, research could be conducted to supplement this approach by having participants check translated excerpts whenever it is possible to do so.

Lastly, due to the fact that the research looked at a single publisher context (TASB), the findings shed light on mechanisms that are present within that particular setting, but they do not map the complete variety of publisher practices that are present in Malaysia. This limitation is addressed in the recommendations for future research by proposing comparative work that involves multiple publishers.

5.6 Suggestions for Future Research

This study has the potential to be expanded upon in three distinct ways in the year to come. To begin, a study that compares the methods that are used to process and verify royalties in Malaysia, Singapore, and Indonesia could be of assistance to creators who work in more than one market in terms of understanding the differences that they face when working across borders. Secondly, in the future, in order to determine the areas in which mismatches and verification barriers occur the most frequently, work could be done to map end-to-end reporting pathways for streaming-linked uses (from usage data to distributions). This would be done in order to determine the areas in which these incidents occur the most frequently. Third, in order to compare the ways in which publishers onboard new clients, establish documentation standards, and handle disputes, more in-depth case studies that include more than one publisher could be conducted. These studies would be conducted with the intention of determining which practices contribute to a more open and equitable environment on a consistent basis.

Furthermore, it is possible that future research will investigate the ways in which creators utilise and comprehend dashboards, reports, and distributor statements, as well as the ways in which these various experiences influence CMO reporting. This could enable future research to gain a better understanding of the stages at which writers first become aware of certain issues, as well as the evidence that is available at each stage.

The study of dispute resolution models that simplify the process for creators is another promising area of research that is currently being conducted. Mediation protocols that include clear steps for disclosure or standard sets of documents for rights-chain disputes are included in these models. The purpose of this is to ensure that the creator's ability to pay for legal action does not have the greatest impact on the recovery process.

5.7 Closing Statement / Concluding Paragraph

In conclusion, the study demonstrates that the challenges that the selected songwriters under TASB have encountered with regard to copyright and royalty are primarily driven by the manner in which rights are defined, documented, and verified in practice. This is the conclusion that can be drawn from the findings of the study. It has been demonstrated that the clarity of the contract is an upstream factor that determines later royalty confidence and dispute risk. This notion has been supported by evidence. On the other hand, the degree to which information asymmetry is reduced or intensified is determined by the performance of the relationship that exists between the publisher and the songwriter. In order to effectively address these concerns, it is necessary to implement enhancements that enhance verifiability. These enhancements can be implemented through comprehensive reporting, more transparent disclosure pathways, more stringent documentation standards, and education regarding rights. These findings serve as the basis for recommendations that can be put into action in order to enhance the level of transparency and fairness that exists within the royalty ecosystem for songwriters in Malaysia.

A grounded account of the process by which copyright entitlement is converted into royalty reality for songwriters in Malaysia is provided by the thesis after it has been taken into consideration as a whole. The fact that this is the case demonstrates that fairness is achieved when the rights chain is clear, the documentation is exhaustive, and the reporting is easily accessible for verification with an adequate amount of ease. Taking this into consideration, the recommendations give priority to reforms that simplify the system in terms of evidence, simplify the explanation of the system, and make it more difficult to misallocate resources. Because of this, it is no longer necessary for creators to discover problems after a considerable amount of time has passed.

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APPENDICES

APPENDIX 1

Approval Letter – UiTM Research Ethics Committee

www.uitm.edu.my

UNIVERSITI TEKNOLOGI MARA

Pejabat
Timbalan Naib Canselor
(Penyelidikan dan Inovasi)

Reference : 600-TNCPI (5/1/6)
Our reference : REC/10/2022 (PG/MR/246)
Date : 21 October 2022

Dr Tazul Izan Tajuddin
(Qisthina binti Mustaffa Kamal – 2020643866)
Conservatory of Music, College of Creative Arts
Universiti Teknologi MARA (UiTM)
Level 11, Menara SAAS
40450 Shah Alam
SELANGOR

Dear Dr Tazul Izan,

APPROVAL LETTER - UiTM RESEARCH ETHICS COMMITTEE

Thank you for submitting your research proposal to the Research Ethics Committee (REC). After considering your application, the Committee approved your proposal titled "The Issues of Copyright in Musical Work and Royalties for Songwriters in the Malaysian Music Industry: A Case Study of Taja Archive Sdn. Bhd. and Selected Songwriters" at Taja Archive Sdn Bhd, Music Authors Copyright Protection (MACP) Berhad and Intellectual Property Corporation of Malaysia, Kuala Lumpur.

Details of the approval are as follows:

Ref. number:	REC/10/2022 (PG/MR/246)
Approval Period:	21 October 2022 until 31 July 2023
Authorised personnel:	1. Dr Tazul Izan Tajuddin 2. Qisthina binti Mustaffa Kamal

The UiTM Research Ethics Committee operates in accordance to the ICH Good Clinical Practice Guidelines, Malaysian Good Clinical Practice Guidelines and the Declaration of Helsinki. The approval of this project is conditional upon your continuing compliance with these guidelines and declaration.

We draw to your attention the requirement that a report on this research, must be submitted every 12 months from the date of the approval or on the completion of the project, whichever occurs first. Failure to submit reports will result in withdrawal of consent for the project to proceed. Amendments, if any, to the study documents are to be submitted to the REC for approval.

If you require further information, please contact the REC Secretariat at 03-55448069/03-55442794 or email at recsecretariat@uitm.edu.my.

Yours sincerely,

EMERITUS PROFESSOR DATO' DR RAYMOND AZMAN ALI
Chairman
UiTM Research Ethics Committee

c.c.: Dean (Research and Innovation), College of Creative Arts, UiTM

Universiti Teknologi MARA
Aras 3, Bangunan Wawasan
40450 Shah Alam, Selangor, MALAYSIA
Tel: (+603) 5544 2004/2255
Faks: (+603) 5544 2070

ISO 9001:2015 No. Sijil: 10120156

UiTM di hatiku

Research Ethics Committee
Research Management Centre
Universiti Teknologi MARA
40450 SHAH ALAM
Tel: 03 – 5544-8069, Faks: 03 – 5544-2096/2767

Subject's Information Sheet

Research Title
The Issues of Copyright in Musical Works and Royalties for Songwriters in the Malaysian Music Industry: A Case Study of Taja Archive Sdn. Bhd. and Selected Songwriters

Introduction of Research
This research analyses the musical work rights of a songwriter in Malaysia based on a case study of the four songwriters in Malaysia who park under the Taja Archive Sdn Bhd. This study focuses more on the four songwriters' journey who faced a problem with their musical work copyright in the past and how the problem was solved by Taja Archive Sdn. Bhd., their current publisher. The songwriter who will be involved in this case study is Awi Rafael, Adeep Nahar, Adi Priyo, and Shathesh. This research will discover and analyse the information and knowledge regarding musical work and the relationship between a songwriter and a music publisher. They are following with finding the issues regarding the copyright of musical work, providing empirical evidence regarding the issues and conducting a questionnaire with songwriters who are currently active and going to be active in the Malaysian music industry.

Purpose of Research
To explore the cases on the copyright of musical work among songwriters in Malaysia.Then, to provide empirical evidence regarding the copyright of musical work dispute. Lastly, bridging the gap between the working relationships of songwriters and publishers by bringing to light all meticulous details regarding contracts and agreements.

Research Procedure
Problem discovery, research objective, research question, significant and background, literature reviews, research methodology, sample design, collection of data, data processing, finding and discussion, recommendation and conclusions, thesis complete.

Participation in Research
Your participation in this research is entirely voluntary. You may refuse to take part in the study or you may withdraw yourself from participation in the research at a one month notice to the researcher.

Benefit of Research
Information obtained from this research will benefit the individuals, researchers, community and Government of Malaysia for the advancement of knowledge and future practice.

Research Risk
Information given during this research will be document and published.

Confidentiality
Your information will be kept confidential by the investigators and will not be made public unless disclosure is required by law.

By signing this consent form, you will authorize the review of records, analysis and use of the data arising from this research.

Approval Letter – Adi Priyo

REC 4/ 2019/BM Rev 1

Sekiranya anda mempunyai sebarang pertanyaan mengenai penyelidikan ini atau hak-hak anda, sila hubungi penyelidik di talian (+6017-2302598)

Borang Izin

Untuk menyertai penyelidikan ini, anda atau penjaga sah perlu menandatangani Borang Izin ini.

Saya dengan ini mengesahkan bahawa saya telah memenuhi syarat umur dan berupaya bertindak bagi pihak saya sendiri/ *sebagai penjaga yang sah dalam perkara-perkara berikut:

1. Saya memahami ciri-ciri dan skop penyelidikan ini.
2. Saya telah membaca dan memahami semua syarat penyertaan penyelidikan ini.
3. Saya berpuas hati dengan jawapan pada kemusykilan saya tentang penyelidikan ini.
4. Saya secara sukarela bersetuju menyertai penyelidikan ini dan mengikuti segala atur cara dan memberi maklumat yang diperlukan kepada penyelidik seperti yang dikehendaki.
5. Saya boleh menarik diri daripada penyelidikan ini pada bila-bila masa tanpa memberi sebab.
6. Saya telah pun menerima satu salinan Borang Maklumat Subjek dan Borang Izin.
7. Selain daripada kecederaan yang disebabkan oleh kelalaian dan kecuaian penyelidik, saya dengan ini melepaskan dan menggugurkan UiTM dan semua penyelidik dari semua liabiliti berhubung dengan, wujud dari atau berkaitan dengan penyertaan saya. Saya bersetuju untuk menjadikan mereka tidak bertanggunggjawab terhadap apa-apa kemudaratan atau kerugian yang mungkin akan saya tanggung disebabkan oleh penyertaan saya.

ADI PRIYO SAMBODO	
Nama Subjek/Penjaga Sah	Tandatangan
C0684854	4-5-2023
No. Kad Pengenalan	Tarikh
Nama Saksi	Tandatangan
No. Kad Pengenalan	Tarikh
Nama Penyelidik/Pengambil Izin	Tandatangan
QISTHINA BINTI MUSTAFFA KAMAL	
No. Kad Pengenalan	Tarikh 4/5/2023
970828-10-5062	

Approval Letter – Awi Rafael

REC 4/ 2019/BI Rev. 1

If you have any question about this research or your rights, please contact the investigator at telephone number (+6017-2302598)

Consent Form

To become a subject in the research, you or your legal guardian are required to sign this Consent Form.

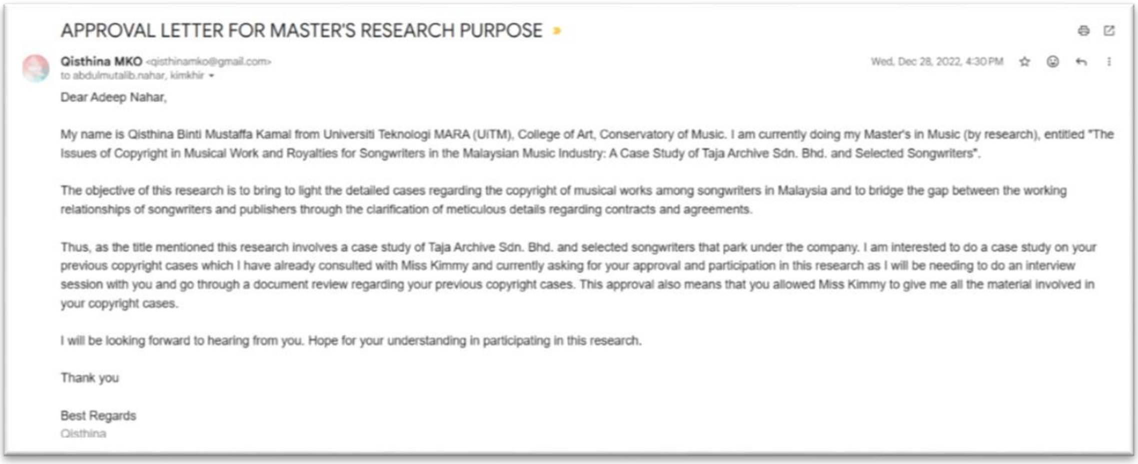
I herewith confirm that I have met the requirement of age and am capable of acting on behalf of myself / *as a legal guardian as follows:

1. I understand the nature and scope of the research being undertaken.
2. I have read and understood all the terms and conditions of my participation in the research.
3. All my questions relating to this research and my participation therein have been answered to my satisfaction.
4. I voluntarily agree to take part in this research, to follow the study procedures and to provide all necessary information to the investigators as requested.
5. I may at any time choose to withdraw from this research without giving any reason.
6. I have received a copy of the Subjects Information Sheet and Consent Form.
7. Except for damages resulting from negligent or malicious conduct of the researcher(s), I hereby release and discharge UiTM and all participating researchers from all liability associated with, arising out of, or related to my participation. I agree to hold them harmless from any harm or loss that may be incurred by me due to my participation in the research.

Awi Rafael Name of Subject/Legal Guardian	Signature
I.C No 986230997F	Date 3/6/23
Name of Witness	Signature
I.C No	Date
Name of Consent Taker QISTHINA BINTI MUSTAPPA KAMAL	Signature
I.C No 970825-10-5062	Date 3/6/23

Approval Letter – Adeep Nahar

This interview was conducted via email because a face-to-face session could not be arranged. The participant provided informed consent electronically and returned responses to the interview questions through email correspondence. The email thread and responses are included in this appendix.



APPROVAL LETTER FOR MASTER'S RESEARCH PURPOSE

Qisthina MKO <qisthinamko@gmail.com>
to abdulmutalib.nahar, kimkhir

Wed, Dec 28, 2022, 4:30 PM

Dear Adeep Nahar,

My name is Qisthina Binti Mustaffa Kamal from Universiti Teknologi MARA (UiTM), College of Art, Conservatory of Music. I am currently doing my Master's in Music (by research), entitled "The Issues of Copyright in Musical Work and Royalties for Songwriters in the Malaysian Music Industry: A Case Study of Taja Archive Sdn. Bhd. and Selected Songwriters".

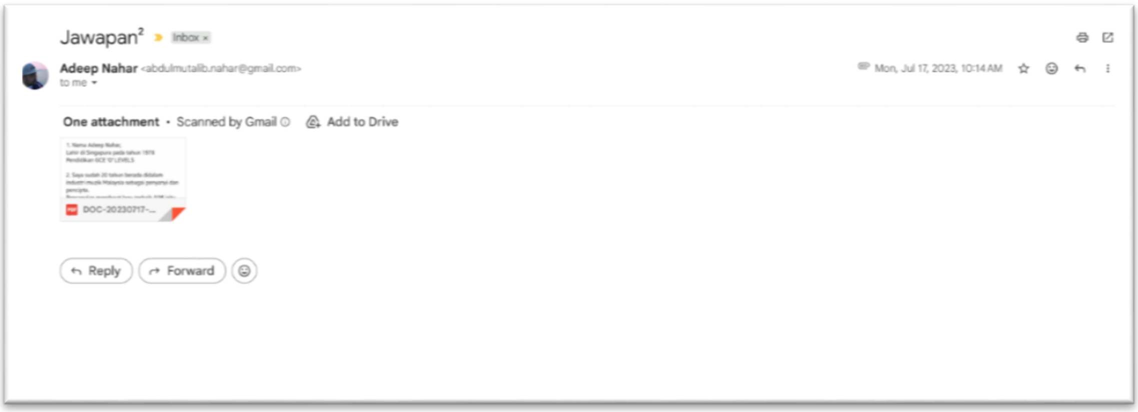
The objective of this research is to bring to light the detailed cases regarding the copyright of musical works among songwriters in Malaysia and to bridge the gap between the working relationships of songwriters and publishers through the clarification of meticulous details regarding contracts and agreements.

Thus, as the title mentioned this research involves a case study of Taja Archive Sdn. Bhd. and selected songwriters that park under the company. I am interested to do a case study on your previous copyright cases which I have already consulted with Miss Kimmy and currently asking for your approval and participation in this research as I will be needing to do an interview session with you and go through a document review regarding your previous copyright cases. This approval also means that you allowed Miss Kimmy to give me all the material involved in your copyright cases.

I will be looking forward to hearing from you. Hope for your understanding in participating in this research.

Thank you

Best Regards
Qisthina



Jawapan^2 Inbox

Adeep Nahar <abdulmutalib.nahar@gmail.com>
to me

Mon, Jul 17, 2023, 10:14 AM

One attachment • Scanned by Gmail Add to Drive

DOC-20230717-...

Reply Forward

Approval Letter – Shathesh

REC 4/ 2019/BM Rev 1

Sekiranya anda mempunyai sebarang pertanyaan mengenai penyelidikan ini atau hak-hak anda, sila hubungi penyelidik di talian (+6017-2302598)

Borang Izin

Untuk menyertai penyelidikan ini, anda atau penjaga sah perlu menandatangani Borang Izin ini.

Saya dengan ini mengesahkan bahawa saya telah memenuhi syarat umur dan berupaya bertindak bagi pihak saya sendiri/ *sebagai penjaga yang sah dalam perkara-perkara berikut:

1. Saya memahami ciri-ciri dan skop penyelidikan ini.
2. Saya telah membaca dan memahami semua syarat penyertaan penyelidikan ini.
3. Saya berpuas hati dengan jawapan pada kemusykilan saya tentang penyelidikan ini.
4. Saya secara sukarela bersetuju menyertai penyelidikan ini dan mengikuti segala atur cara dan memberi maklumat yang diperlukan kepada penyelidik seperti yang dikehendaki.
5. Saya boleh menarik diri daripada penyelidikan ini pada bila-bila masa tanpa memberi sebab.
6. Saya telah pun menerima satu salinan Borang Maklumat Subjek dan Borang Izin.
7. Selain daripada kecederaan yang disebabkan oleh kelalaian dan kecuaian penyelidik, saya dengan ini melepaskan dan menggugurkan UiTM dan semua penyelidik dari semua liabiliti berhubung dengan, wujud dari atau berkaitan dengan penyertaan saya. Saya bersetuju untuk menjadikan mereka tidak bertanggunggjawab terhadap apa-apa kemudaratan atau kerugian yang mungkin akan saya tanggung disebabkan oleh penyertaan saya.

SHATHESH RAJ RAMACHANDRAN (TINTA)

Nama Subjek/Penjaga Sah — Tandatangan

740927.01-7009 — 17.6.23

No. Kad Pengenalan — Tarikh

Nama Saksi — Tandatangan

No. Kad Pengenalan — Tarikh

Nama Penyelidik/Pengambil Izin — Tandatangan

QISTHINA BINTI MUSTAFFA KAMAL

No. Kad Pengenalan — Tarikh 17/6/23

970828-10-5062

Approval Letter – Syaufiq Latif

REC 4/ 2019/BM Rev 1

Sekiranya anda mempunyai sebarang pertanyaan mengenai penyelidikan ini atau hak-hak anda, sila hubungi penyelidik di talian (+6017-2302598)

Borang Izin

Untuk menyertai penyelidikan ini, anda atau penjaga sah perlu menandatangani Borang Izin ini.

Saya dengan ini mengesahkan bahawa saya telah memenuhi syarat umur dan berupaya bertindak bagi pihak saya sendiri/ *sebagai penjaga yang sah dalam perkara-perkara berikut:

1. Saya memahami ciri-ciri dan skop penyelidikan ini.
2. Saya telah membaca dan memahami semua syarat penyertaan penyelidikan ini.
3. Saya berpuas hati dengan jawapan pada kemusykilan saya tentang penyelidikan ini.
4. Saya secara sukarela bersetuju menyertai penyelidikan ini dan mengikuti segala atur cara dan memberi maklumat yang diperlukan kepada penyelidik seperti yang dikehendaki.
5. Saya boleh menarik diri daripada penyelidikan ini pada bila-bila masa tanpa memberi sebab.
6. Saya telah pun menerima satu salinan Borang Maklumat Subjek dan Borang Izin.
7. Selain daripada kecederaan yang disebabkan oleh kelalaian dan kecuaian penyelidik, saya dengan ini melepaskan dan menggugurkan UiTM dan semua penyelidik dari semua liabiliti berhubung dengan, wujud dari atau berkaitan dengan penyertaan saya. Saya bersetuju untuk menjadikan mereka tidak bertanggunggjawab terhadap apa-apa kemudaratan atau kerugian yang mungkin akan saya tanggung disebabkan oleh penyertaan saya.

Mohd Syaufiq bin Abdul Latif

Nama Subjek/Penjaga Sah — Tandatangan

No. Kad Pengenalan 890821105355 — Tarikh 12/7/2023

Nama Saksi — Tandatangan

No. Kad Pengenalan — Tarikh

Nama Penyelidik/Pengambil Izin QISTHINA BINTI MUSTAFFA KAMAL — Tandatangan

No. Kad Pengenalan 970828-10-5062 — Tarikh 12/7/2023

Approval Letter – Kimmy Khir

REC 4/ 2019/BI Rev 1

If you have any question about this research or your rights, please contact the investigator at telephone number (+6017-2302598)

Consent Form

To become a subject in the research, you or your legal guardian are required to sign this Consent Form.

I herewith confirm that I have met the requirement of age and am capable of acting on behalf of myself / *as a legal guardian as follows:

1. I understand the nature and scope of the research being undertaken.
2. I have read and understood all the terms and conditions of my participation in the research.
3. All my questions relating to this research and my participation therein have been answered to my satisfaction.
4. I voluntarily agree to take part in this research, to follow the study procedures and to provide all necessary information to the investigators as requested.
5. I may at any time choose to withdraw from this research without giving any reason.
6. I have received a copy of the Subjects Information Sheet and Consent Form.
7. Except for damages resulting from negligent or malicious conduct of the researcher(s), I hereby release and discharge UiTM and all participating researchers from all liability associated with, arising out of, or related to my participation. I agree to hold them harmless from any harm or loss that may be incurred by me due to my participation in the research.

Name of Subject/Legal Guardian NAFISAH BINTI MOHAMAT YUSOF KHIR	Signature
I.C No 830626 14 5336	Date 15.8.2023
Name of Witness NOR ATIKAH BINTI ABDULLAH	Signature
I.C No 970118-07-6188	Date 15.8.2023
Name of Consent Taker QISTHINA BINTI MUSTAPFA KAMAL	Signature
I.C No 970828-10-5062	Date 15.8. 2023

Approval Letter – Mary Yap

Due to scheduling constraints, the interview was conducted via email. The participant's assistant replied to the interview email on behalf of the participant and provided written responses to the interview questions. Consent to participate was obtained via written email confirmation prior to the responses. Relevant email correspondence is attached in this appendix.

Interview with MACP's General Manager : For Master's Research Purposes

Qisthina MKO <qisthinamko@gmail.com>
to mary.yap@macp.com.my

Thu, Jun 15, 2023, 1:59 PM

Dear Respected Madam Mary Yap,

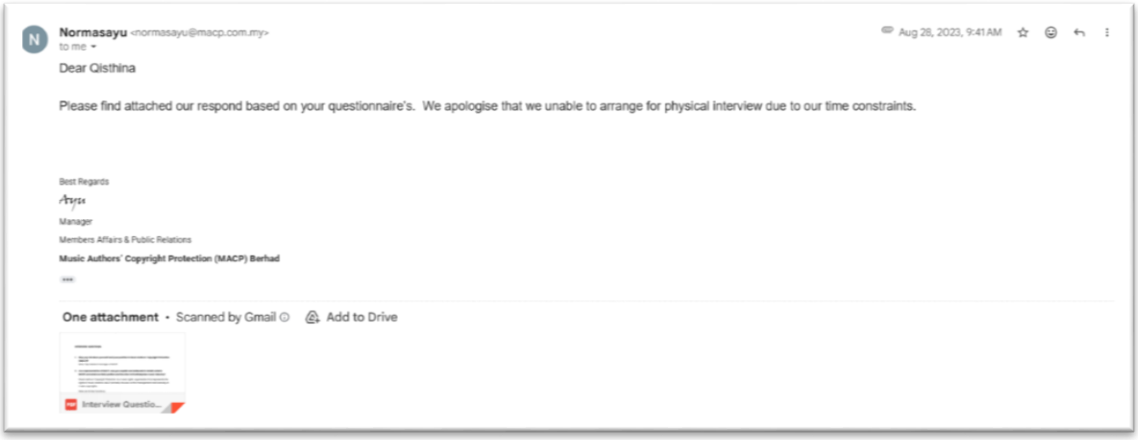
My name is Qisthina Mustaffa Kamal from Universiti Teknologi MARA (UiTM) Shah Alam. I am currently doing my Master in Music (by Research), and the title of my research is "The Issues of Copyright in Musical Works and Royalties for Songwriters in the Malaysian Music Industry: A Case Study of Taja Archive Sdn. Bhd. and Selected Songwriters". We have met before for the "Langkah Baru" program by Miss Kimmy Khir as I was her former staff.

I would like to have an interview session with Madam as the representative of MACP to explain about MACP, musical work copyright and royalties, the benefit of being a MACP member and conflict cases involving the selected songwriters from Taja Archive Sdn. Bhd. such as Awi Rafael, Adeep Nahar, Adi Priyo and Shathesh if there are any conflict cases involving MACP.

Is it possible for Madam to have an interview with me? Please do suggest any available date and time if Madam is available for this interview. The session can be done face to face which I will go to MACP's office or it can also be arranged via Google Meet.

Thank you very much for your time and I will be looking forward to hearing from you

Best Regards
Qisthina



Normasayu <normasayu@macp.com.my>
to me

Aug 28, 2023, 9:41 AM

Dear Qisthina

Please find attached our respond based on your questionnaire's. We apologise that we unable to arrange for physical interview due to our time constraints.

Best Regards

Manager
Members Affairs & Public Relations
Music Authors' Copyright Protection (MACP) Berhad

One attachment • Scanned by Gmail Add to Drive

Interview Questio...

APPENDIX 2

Interview Questions – MyIPO

1. May you introduce yourself and your position in Intellectual Property Corporation of Malaysia (MyIPO)?
2. As a representative of MyIPO, may you explain and elaborate in details what is MyIPO and what are their position and function in the Malaysian music industry?
3. What is the copyright protection that involve musical work and songwriter?
4. What is musical work? Is there a different copyright protection for musical work and master recording?
5. How to submit a musical work to MyIPO? Is there a membership needed to be joined like MACP?
6. How is MyIPO and MACP related? May you share a bit on this?
7. Does MyIPO have any relation with music publisher?
8. My research is a case study of Taja Archive Sdn. Bhd. and their selected songwriters, involving Adi Priyo, Awi Rafael Adeep Nahar and Shathesh. Have you heard of the cases?
9. If a case involving songwriter intellectual property, would MyIPO assist and take part in it?
10. What are the precaution and knowledge needed for a songwriter to take care of their musical work copyright?

Interview Questions – MACP

1. May you introduce yourself and your position in Music Authors' Copyright Protection (MACP)?
2. As a representative of MACP, may you explain and elaborate in details what is MACP, and what are their position and function in the Malaysian music industry?
3. What are the musical work copyright protection and royalties that songwriters are eligible to receive? Did MACP brief members regarding this before becoming a member?
4. What are the rules and regulation to become an MACP members? Is it different for Malaysian and also non-Malaysian?
5. What is the function of music publisher and how is the relationship between music publisher and songwriter, and the relationship between music publisher and MACP?
6. Is there a specific reference for the agreement between a songwriter and music publisher?
7. If there is any conflict involving a songwriter's musical work copyright and royalties, how does MACP involve in this? For example, if there is a conflict claim on the same song or song submission which was done not by the musical work owner.
8. My research is a case study of Taja Archive Sdn. Bhd. and their selected songwriters, involving Adi Priyo, Awi Rafael, Adeep Nahar and Shathesh. Have you heard the issues involving these four songwriters? May you share the information regarding this four songwriter cases?
9. What are the precaution and knowledge needed for a songwriter to take care of their musical work copyright?

Interview Questions – Kimmy Khir

1. Can you please introduce yourself? For example, your birthplace and educational background.
2. How long have you been in the Malaysian music industry as a songwriter? May you also share your achievement as a songwriter?
3. Are you a member of the MACP, and what do you know regarding this licensee body?
4. What do you know about your musical work rights as a songwriter in Malaysia?
5. Did your previous or current publisher give you a full explanation about your musical work rights?
6. Have you ever faced any issues regarding your music royalty payment statement or report?
7. From your perspective, what is the benefit you can gain in becoming a songwriter here in Malaysia?

Interview Questions – TASB

1. After an interview session with Adi Priyo, Awi Rafael, Shathesh and Adeep Nahar, I have the knowledge of their background, qualification and achievement as a songwriter here in Malaysia and also a bit regarding the issues they had faced as a songwriter before. Let's start with a bit of introduction on Taja Archive and also the relationship TASB have with these four songwriters.
2. Moving on, to indulge on the case study of these four songwriters, starting with Adi Priyo. Based on the interview session I had with him, he shared some of his famously known songs is registered without his knowledge to MACP, by the sub-publisher of his previous publisher that he did not give the concern to register this particular song. How did TASB suddenly involve in this case and how do you handle this case since I heard there is even a lawyer involve in this case?
3. Proceeding to the case of Awi Rafael, he stated that he does not have any conflict or issues in his years as a songwriter here in Malaysia. He mentioned it is because he is with TASB from the get go and TASB is his first publisher here in Malaysia. Is this true? The struggle that he faced is only the late payment of blanket fee and some of the other clearance or royalties. Care to share regarding him too?
4. Next, we have Shathesh, who shared a lot in his interview session with me. He seems to have a basic knowledge on his copyright but back in the days, it is also a struggle for him to get the knowledge on this. Would you share more about how did Shathesh started with TASB and is the conflict or issues that TASB helped him with?
5. He mentioned that there are target and aim he wanted to do for the future of Malaysian music industry, and he mentioned regarding you (Miss Kimmy) being an activist yourself in the matter of spreading the knowledge regarding copyright, musical work and royalties. Would you share a bit on the future plan that he mentioned?
6. It is an unfortunate news that Shathesh has passed away during this research is ongoing, would you like to share a bit more regarding him, his achievement and also things that he had done or plan with you for the better future in the

Malaysian music industry? Especially anything that involving musical work copyright and songwriters?

7. Lastly from the case study, we have Adeep Nahar. Due to his pack schedule, I was not able to do verbal interview with him. He replied to my interview questions via e-mail only. He mentioned that he did face issues regarding his copyright and quoting him “it is something out of my expectation”. Would you perhaps help me in sharing more regarding he issue that he faced?
8. Moving on to the next involving parties, would you prefer to share your knowledge about MyIPO first or MACP?
9. What are their function and relation to you as music publisher and also to songwriters?

Interview Questions – Songwriters

1. Can you please introduce yourself? For example, your birthplace and educational background.
2. How long have you been in the Malaysian music industry as a songwriter? May you also share your achievement as a songwriter?
3. Are you a member of the MACP, and what do you know regarding this licensee body?
4. What do you know about your musical work rights as a songwriter in Malaysia?
5. Have you signed with any other music publisher before Taja Archive Sdn. Bhd.? Please share your experiences while signing under them.
6. Did your previous or current publisher give you a full explanation about your musical work rights?
7. Have you ever faced any issues regarding your music royalty payment statement or report?
8. From your perspective, what is the benefit you can gain in becoming a songwriter here in Malaysia?

APPENDIX 3

Interview Answers – MyIPO

Qisthina: How to submit musical work to MyIPO? Is there a membership needed to be joined like MACP? Sebab saya tahu juga I boleh hantar copyright music dekat MyIPO kan? Yang ada kena submit…

MyIPO: So, the question ni pun, dia macam lah. What is your intention of creating this question? I need to know lah.

Qisthina: Sebab tak tahu juga sebabkan, my, is talking about copyright for musical work kan?

MyIPO: Uh-huh.

Qisthina: Kita ada MACP tapi orang akan tanya oh ada MyIPO. MyIPO ni apa? Kenapa? Boleh hantar lagu dekat MyIPO juga ke? Kenapa tak hantar dekat MyIPO je kenapa nak kena hantar dekat MACP? Ataupun, apa beza MACP dengan MyIPO?

MyIPO: So, it backs to the functions of the Act. So, the Act allows, sorry, the Act gives songwriters lah, songwriters, dengan the owners of that lyric and musical work right, to protect their works. So, when you become MACP members, you are becoming their ahli untuk dapat royalti. That means, you submit your repertoire to MACP so in exchange you have to sign for Deed of Assignment, where you assign your rights, you tau lah kan you kerja TAJA kan?

Qisthina: Okay.

MyIPO: You're assigning your performing right and also apa, communication to public right to MACP to actually collect your royalties on your behalf. So, you're only becoming a member that authorises MACP to collect royalties. You submit your repertoire into MACP so that they can showcase your repertoire. Okay, this I'm representing specific kinds of repertoire. But MACP doesn't warrant you to protect your work.

Qisthina: Mm-hmm.

MyIPO: So, if you want to protect your work, you have to individually protect your work to your own means lah. So, let's say you buat lirik, you nak protect your lyrics from being plagiarized ke, from being pirated ke, dan sebagainya. You need some sort of documents. So, in our Act, if you want to protect your work so that law provided you means of copyright protection. You can protect through the Akuan Sumpah. You can protect through Affidavit, Court Affidavit. And you can send, you can apa ni protect your work through the system. That system we call the Voluntary Notification System under in Section 26(a). yup, voluntary notification. So here, it's not that you're submitting your works to us. Sebenarnya, you might want to get documents lah yang berceritakan bahawa "Okay, I am registering my work here in my home. So, by paying a certain amount of fee. Let's say for instance two hundred ringgit. So, in exchange MyIPO will deposit your work, eh sorry, you will deposit your work to us we will issue you a certificate, where that certificate mentioning that you are the owner of that lyrics."

Qisthina: Oh…

MyIPO: So that's it. So, the role of MACP and MyIPO is very totally different in nature. When you say what is the roll of MyIPO? We're just protecting your rights. We're issuing a certificate so you can highlight it to the public at large that this is my work, that's it.

Qisthina: So basically, MyIPO is the one who's protecting because I'm sure like lots out there yang thought that MACP is the one who is protecting their works. So macam oh my song is safe.

MyIPO: So, one of the issues since you are discussing the issues, I think the public tak tahu what is the functions of MyIPO.

Qisthina: Yeah, uh-huh.

MyIPO: Maybe the lack of awareness, you cakap je lah tak ada awareness ke apa ke ikut [inaudible – 23:58] lah kan. The problem is there is no awareness because this system is voluntary means that you need not to submit your works to MyIPO untuk dapat certificate tu. Sebab your works are automatically protected.

Qisthina: Oh okay.

MyIPO: Dia tak perlu register dekat MyIPO pun. Sebab tu orang cakap bila bawa buku dah tulis automatically – All rights reserved. Sufficient you put a notice over your work. Then it is protected already. Unless you want a security lah. Nak macam eh takut lah kan? And then you register dekat MyIPO. Kita akan bagi certificate. Macam surat beranak lah. Kalau you lahir ke dunia, you lahir je lah. Tapi kalau nak membuktikan you rakyat Malaysia, you need what?

Qisthina: Surat beranak.

MyIPO: Surat beranak. The same thing lah.

Qisthina: Hmm.

MyIPO: Ye. If karya you lahir, is simply lahir je. You put a notice, tell everybody "Hey this is my work, this is my name on it." But if you want security over that work, then come to MyIPO. We will issue you a…

Qisthina: Cert.

MyIPO: Katakanlah lahir dekat Malaysia ni, dia tak wajib pun daftar kelahiran kalau patutnya lah.

Qisthina: Oh…

MyIPO:Dia wajib. Dia wajib tetapi law tak ada make it an offence kalau you tak nak daftar. You akan jadi stateless, contoh. So, the same thing with corporated works.

Qisthina: Oh… alright alright.

MyIPO: So that's answer your question.

Qisthina: Okay, yang ni sebab, how is MyIPO and MACP related? May you share a bit on this? Basically, yang ni part yang saya nak. Kan MyIPO ada… MyIPO sebenarnya yang memberikan waran ke MACP kan? Saya nak Encik Syaufiq yang…

MyIPO: How is MACP and MyIPO related? So kalau you tengok dekat bawah 27 ni, MACP is a collective management organisation. So MACP is an applicant. They come to MyIPO. MACP is a body corporate. They come to MyIPO where he intends to operate as CMO. You baca pun you boleh faham lah. So, to represent who? To represent authors.

Qisthina: Okay.

MyIPO: So here they represent authors, you lah contoh, and they represent corporate owners, TAJA.

Qisthina: Okay

MyIPO: TAJA is publishers because they sign the contract with the authors and to administer their right. By right they are the copyright owners or publishers. It doesn't have definition for publishers, Kimmy pun tak agree dengan I, tapi lantaklah. Kita guna perkataan apa yang ada dalam Akta je. Tapi kita faham, the publishers exist but we put it under the definition of corporate owners.

Qisthina: Same goes to the Terms of Authors juga lah?

MyIPO: Sama lah. All performance lah. Katakanlah MACP, they represent corporate owners and authors, they represent publishers and, composers ke, songwriter ke, lyricist ke, siapa lah ikut lah kan. So firstly, they have to apply lah kepada kita. They apply kepada controller. Controller in MyIPO. So, they need to fulfil some sets of documents lah in order for them to eligible to become a CMO. And lastly, we will issue them a certificate lah, mana dia boleh declare, kita akan declare kita akan isytihar dia sebagai CMO through a, in our website, you tengok lah sijil dia, to become a CMO. That's it.

That's the relation. So, by right, MyIPO is actually declare them where MACP have to follow certain rules. So, what kind of rules? So, they have to renew their application for every two years. Katakanlah, MACP ni, we take note there is an issue with MACP. Especially for their governing punya process lah. For example, through the, there is a non-government, kata kelola yang tidak baik lah. Contohnya macam, collecting more but distributing less to its members. And they have complaints made and then there is inconsistencies of the audited statements or audited reports in them dan sebagainya. So, it gives some grounds for controller to actually revoke them lah. So, this is one of the grounds. It's not functioning adequately, no longer authority to act, it's acting against the interest of its members, it's just a wide nature lah. Best interest ni macam okay contoh kalau dia potong banyak sangat administration costs, and then the distribution is less. So, perhaps it might not be in the position of representing the best interests of its members, altered its rules, refuse to fail without reasonable excuse to comply, ada dalam Akta ni, and digulungkan ataupun diubah. Then we might revoke them lah. To cease to become a CMO. So MyIPO, kita ni sebagai advisory body. So kita declare dia, kita supervise dia. More or less kita supervise dia lah. But for internal matters, family matters lah, among MACP kita tak nak ambil tahu. Because that family matters, is governed by annual general meeting. You members TAJA ke? You buat lagu?

Qisthina: Ada.

MyIPO: You pernah attend AGM MACP?

Qisthina: Tak pernah.

MyIPO: Tak pernah, sebab TAJA yang attend kan?

Qisthina: Pernah di invite tetapi waktu tu saya tak boleh pergi.

MyIPO: You attend lah you dah buat issue ni, you kena attend lah, bulan September ni. Hah kena lah attend. Nak tau apa family matters dalam MACP.

Qisthina: Tau lah juga, lepas dia orang balik dia orang cerita.

MyIPO: Kena datang AGM. Sebab kadang-kadang you tak datang AGM, bila you bising, you tak boleh lah bising, benda dah decided siapa suruh tak datang? Contoh eh…

Qisthina: Faham.

MyIPO: So, that's the relationship between MACP and MyIPO.

Qisthina: Okay yang ni terjawab sebenarnya. Nombor 7 terjawab sebenarnya. Okay nombor 8 tu, okay tadi saya sebut title saya kan?

MyIPO: Saya tak pernah dengar.

Qisthina: Tak pernah dengar?

MyIPO: Tak pernah dengar.

Qisthina: Memang tak pernah dengar? Okay

MyIPO: Bagus lah you buat benda ni, you nak buat case study pasal apa? Dia orang tak dapat royalty?

Qisthina: Dia orang ada apa? Dia orang ada conflict claims yang lagu dia orang, dia orang tak pernah daftar tiba-tiba orang daftar artis lain ataupun…

MYIPO: That's what we call family matters. You should, I think one of the suggestions that you should tell them that they need to participate in the Annual General Meeting. They need to highlight the issues.

Qisthina: Okay, yang ini…

MyIPO: That's a family punya matters. Atau tak sebut family matters. Kita hanya governing the process of governing establishment of the MACP. That's all.

Qisthina: Okay. Itu yang nak make it clear.

MyIPO: Or otherwise, they can go to the Corporate Tribunal.

Qisthina: Corporate Tribunal? Boleh ke?

MyIPO: Untuk decide.

Qisthina: Boleh Encik Syaufiq share sikit pasal Corporate Tribunal?

MyIPO: Tapi taka da dalam soalan.

Qisthina: Eh tiba…

MyIPO: Okay takpe. So kalau you ada masalah berkaitan dengan pengagihan, ada double name, you bawa kepada Tribunal untuk decide. Sebab in the tribunal, they will require why you don't include its name in the distribution statement.

Qisthina: Okay

MyIPO: So, tribunal lah decide. Controller is MyIPO, Tribunal is another entity.

Qisthina: Oh, dia macam court ke?

MyIPO: It's a tribunal lah. Dia macam court tapi dia bukan court.

Qisthina: Saya tak faham terms tribunal tu sebenarnya.

MyIPO: Tribunal Tuntutan Pengguna, pernah dengar?

Qisthina: Apa?

MyIPO: Tribunal Tututan Pengguna.

Qisthina: Tak.

MyIPO: TTPM. Dia macam kalau ada isu, kita tak puas hati. Kita pergi dekat tribunal untuk decide. Kenapa, dia akan jawab kenapa dia akan panggil orang lagi satu untuk menjawab kenapa, dalam forum tu.

Qisthina: Oh…

MyIPO: So dia akan decide, dia akan [compen – 32:39] disclosure of information, why. Itulah, contoh.

Qisthina: Lebih kurang macam court lah. Okay.

MyIPO: Macam court lah tapi it's a small court lah.

Qisthina: Small court…

MyIPO: Itu bezanya.

Qisthina: Okay. Yang ni, soalan ni, sekarang saya tahu dah lah tapi saya nak tanya juga yang ni. In the case involving songwriter intellectual property, would MACP assist and take part in…

MyIPO: Songwriter intellectual property, would MyIPO assist and take part in it? Songwriter? Kita ni [peguamcara – 33:18], kita ni [pemunacara – 33:20]. In our Act, there is no juris power and jurisdiction stated that if there is any dispute between songwriter with MACP, so MyIPO should resolve that issue.

Qisthina: No.

MyIPO: Nombor 1 lah. So, if you think there is yes, then it's supposed to be no. Sebab kita hanya highlighted what are their rights, what is the channel they can resolve their rights to a tribunal, and, also, if there is a case involving the IPs, then they need to get it protected first. Daftar itu ke apa ke, itu je.

Qisthina: Faham.

MyIPO: Sebab tu kata, benda ni is the family matters.

Qisthina: Sebab saya nak meng– declare kan

MyIPO: You buat satu tajuk tu, "Family Matters."

Qisthina: "Family Matters." Point dia tu memang family matters, eh?

MyIPO: You highlight the role of Annual General Meeting.

Qisthina: Betul

MyIPO: Apa yang di bincangkan di Annual General Meeting?

Qisthina: Apa? Boleh tanya tak?

MyIPO: You tak interview MACP?

Qisthina: Belum. Datang sini.

MyIPO: You interview, you cakap dengan dia apa family matters yang sepatutnya tidak perlu dibawa ke MyIPO.

Qisthina: Betul, betul.

MyIPO: Takkan lah setiap kali orang tak dapat royalty, dia macam ni lah, I bagi you mudah lah. I pergi pasar, I nak beli ayam. Harga ayam tu mahal. I jumpa Menteri, ayam mahal.

Qisthina: Oh, okay.

MyIPO: Menteri boleh buat apa? Memang lah Menteri ada power tapi Menteri ada peraturan untuk kawal harga ceiling ayam, contohnya, satu kilo musim perayaan tak lebih sepuluh ringgit. Contoh eh… So katakan lah, kedai tu dia jual sembilan ringgit sembilan puluh sen. Dia below the ceiling price. Tapi, I complain dekat Menteri, mahal. Menteri tak boleh buat apa. You cari lah kedai lain. Sama lah macam MyIPO. Kalau ada isu orang tak puasa hati pun bahagian royalty, lagi lah kita tak ada benchmark. What is the suitable tariff, suitable dissolution, suitable pengagihan yang sesuai perlu diberi pada adik-beradik you. Apa dia…

Qisthina: Betul, betul, betul.

MyIPO: We don't have powers. Unless you go to tribunal to decide.

Qisthina: Cuma sekarang bercakap pasal tribunal.

MyIPO: Yang ni pun satu hal lah. Okay?

Qisthina: Ya. Itu yang saya nak. Encik Syaufiq yang cakap sendiri. [inaudible – 35:41] ter- ter- terbukti. Ceh tiba terbukti kan? Okay soalan last tu dah basically macam last [inaudible – 35:48] lah.

MyIPO: Precaution? Oh, dia nak precaution? Ni untuk so [inaudible – 35:51] the musical work. So kalau dalam TAJA tu, macam mana adik-beradik you sign dengan TAJA untuk dia menguruskan hak dia?

Qisthina: Dia ada agreement.

MyIPO: Agreement tu tulis apa?

Agreement tu tulis terms jangka hayat, percentage…

MyIPO: Percentage berapa?

Qisthina: Percentage kalau standard baru sixty-forty.

MyIPO: Sixty-forty. Kak dapat sixty?

Qisthina: Forty.

MyIPO: Forty.

Qisthina: Sixty, songwriter. Lepas tu berapa lama, and apa rights yang dia orang tolong collect kan.

MyIPO: Apa yang dalam publishing rights tu mention? Apa yang TAJA collect?

Qisthina: Hah boleh tak apa lah ni off record, performing, synchronisation, mechanical,

digital. Dah berapa tadi?
MyIPO: So, you rasa adik-beradik you tau tak benda tu?
Qisthina: Itu, itu lah guna research ni. Eh tiba kan… Adik beradik saya mostly tidak tahu.
MyIPO: So, problem dia TAJA kena bagitahu lah dia. Buat kelas satu [inaudible – 36:51] untuk Akta baru. Saya pun pergi Kimmy ajak untuk [inaudible – 36:55]. So, the need for awareness. So bila you tanya what are the precautions, maknanya bergantung pada diri you sendiri.
Oh okay sounds-
MyIPO: Macam I compare dengan harga ayam lah. Dah tahu kedai ni mahal, you cari lah yang murah.
Qisthina: Betul, okay. Okay so basically…
MyIPO: Takkan you nak tahu kenapa harga ayam mahal? Dah memang harga ayam mahal, it's supply and demand. Musim perayaan orang banyak nak ayam.
Qisthina: Betul.
MyIPO: You tak boleh demand kena banyak ayam, orang nak ayam harga jadi mahal.
Qisthina: Betul
MyIPO: Macam sekarang inflation eh, macam inflation, kenapa duit, I saja suka compare lah, kenapa duit Malaysia lemah berbanding Dollar? You rasa kenapa? Sebab US dia naikkan kadar interest dia.
Qisthina: Okay, sebab?
MyIPO: For the very first time, their interest up goes to the six percent. While Malaysia punya OPR is only three percent. Sebab tu duit Malaysia jadi murah. Interest dekat sana naik, orang banyak menyimpan. So bila banyak menyimpan, duit jadi banyak, so orang tak bawa keluar duit daripada US, so permintaan ringgit jadi kurang. Itu cerita lain lah.
Qisthina: Okay, itu cerita lain tapi saya [inaudible – 38:01].
MyIPO: Macam music, sama juga konsep dia. Contohnya, kalau macam Malaysia ni, kalau orang kita dekat radio, kalau orang tak pasang banyak lagu adik beradik you, you rasa dia akan dapat banyak tak royalty?
Qisthina: Tak.
MyIPO: So, it depends on the play of that song in the radio or television.
Qisthina: Betul.
MyIPO: So siapa role yang main peranan dekat sini? It's a local market, so the government should create a policy where radio and television should play adik beradik

songs more so they can get royalty. So TAJA akan dapat lebih and adik akan dapat lebih. Kita tak boleh complain lah kalau dapat sikit.

Qisthina: Betul.

MyIPO: Lagi satu, kalau yang kata pasal ada mismanagement dalam statement orang tu, itu family matters lah itu tak boleh comment. I tak tau macam mana you punya arrangement. Kalau you kata dia sepatutnya dapat, itu salah. Orang sana lah kenapa dia tak masuk dalam statement. So, you should bring a court case lah. It is an infringement of copyright lah. You claim ambil orang lain punya.

Qisthina: Okay, infringement of copyright.

MyIPO: Dia bukan isu pengagihan dah. Dia isu dia you claim, ambil orang lain punya hak. Itu dah isu lain dah.

Qisthina: Dia bukan family.

MyIPO: Dia dah lain dah.

Qisthina: Itu yang lagi advanced.

MyIPO: Dia berlangar lah cerita. So precaution dia dekat sini, songwriter by right they should know lah their rights. Dia jangan simply blindly sign lah, tu je.

Qisthina: Faham, terima kasih. Itu soalan terakhir, ya. Banyak juga dapat tadi. Lepas tu saya nak tanya, ni yang, kalau tak dia sama je kan info dia kan?

MyIPO: Ni Bahasa Inggeris, ni Bahasa Melayu. Yang ni yang latest 2022.

Qisthina: 2022 tapi sama je content daripada buku biru tebal tu kan? Yang saya ada buku biru tebal.

MyIPO: Yang itu yang lama.

Qisthina: Yang lama? Ada update ke?

MyIPO: You ada pernah datang MyIPO hari tu?

Qisthina: Pernah, tapi bukan sini. MyIPO satu lagi.

MyIPO: You jumpa saya kan?

Qisthina: Jumpa!

MyIPO: Saya tak nampak. You pakai facemask I tak perasan.

Qisthina: Saya yang duduk paling dekat, paling depan sekali.

MyIPO: Saya ada argue dengan Kimmy. Ada sebab ada certain terms saya tak faham. I pun nak learn lah, I pun nak learn.

Qisthina: Yang tetiba Miss Kimmy ambil [inaudible – 40:09].

MyIPO: Kita ni kalau kita tak tau, kita belajar.

Qisthina: Betul.

MyIPO: Kalau saya, banyak belajar daripada dia juga. Dan by right, he should know more, according to Act. Sebab Akta ni, telah digubal di Parliament.

Qisthina: Betul.

MyIPO: Bukan orang biasa yang gubal.

Qisthina: Betul.

MyIPO: Kalau you nak ikut you punya terms sangat, you pergi duduk dekat US tu.

Qisthina: Oh betul, sebab Miss banyak refer US punya terms.

MyIPO: Okay pergi lah duduk US, kenapa duduk Malaysia? Tapi I nak kata benda ni, memang lah Malaysia ni tertinggal bas sikit kebelakang, in terms of updating our Act, itu je. Dekat US dia pakai term phono court.

Qisthina: Phono court?

MyIPO: Phono… Dia bagi lagi pakai term recording untuk forno court, dekat US. Tapi market dia tak panggil lah forno court.

Qisthina: Kan…

MyIPO: Panggil lah Master recording.

Qisthina: Betul, betul.

MyIPO: Kalau you tanya orang tua dekat sana, dia akan guna phono court lah.

Qisthina: Oh…

MyIPO: Phono gram tu, phono court tu. Benda tu datang is 1893. Dia guna term tu. Sebelum masuk digital, sebelum masuk apa-apa dia dah guna term phono court tu dulu buat music kan.

Qisthina: Oh…

MyIPO: Tak leh cerita lagi sekali lah. Saya sampai sekarang still learning, especially on synchronisation license, mechanical license, apa lagi yang license-license tu kan. I'm still learning. Kalau tak faham kekadang I tanya. Sebab I bukan duduk dalam TAJA, I bukan involve in the music. Tapi if you want to ask me about, what is the general rights? Then that I can explain. So sekarang ni kerja dekat mana? Memang tak kerja lah?

Qisthina: So sekarang ni saya berhenti. Saya memang tolong dia sometimes lah sometimes tetiba minta tolong.

MyIPO: Tak apa, esok kalau you interview Kimmy balik okay lah. Tapi if you happen to tell Kimmy, tell them that the market terms need to be with the Acts, that's it.

Qisthina: Okay, saya sampaikan.

MyIPO: Tu je. I really hope that you can understand the language of the Act before you interpret in your own words.

Qisthina: Sebab saya takut nanti kan, orang pun confused baca [inaudible – 42:20].

MyIPO: You're telling me there is a concept of Parl–, kita faham, term, term market ni. Publisher, Master Recording, Sync License. Mana ada definition of mechanical synchronisation, mana ada. Yang ni buku, is a textbook. Dia tak explain pun apa mechanical synchronisation license, but we know where that license comes from. From the reproduction of work under Section 21. Pengeluaran semula, pengeluaran semula, kita faham. Saya sampai bergaduh dengan Kimmy, masa kita orang meeting dan semua. Reproduction in any material form. This is only the right, it doesn't mention sync license ni tak ada. So reproduction, yes you can include apa benda sebab dia mengeluarkan semula. You take a piece of music, you include in the film. Take a piece of music and then you include in the bla, bla, bla, bla, bla. Sync kan dia kan masuk as a mechanical as a payment semua macam tu.

Qisthina: Oh…

MyIPO: Tu je…

Qisthina: Tu je…

MyIPO: Kita pun tak nak ambil tahu lah benda tu. Kita tak nak ambil tahu benda tu. Banyak lagi kita nak cover daripada music ni, as a whole.

Qisthina: Sebab music is only twenty-five percent je.

MyIPO: [inaudible – 43:37] is a creative industry tau. Music is in the creative industry. How about film? How about gaming industry? Software industry? We have a lot of industries. Animation industry. We need to cover. They have a different type of license also.

Qisthina: Kan?

MyIPO: Dia orang takde istilah-istilah term ni lagi lah istilah. Tak payah bagitahu, istilah-istilah yang baru dalam istilah, dia ada istilah artificial human, artificial AI untuk create the music. So macam mana you nak ni, AI music? So siapa composer dia?

Qisthina: Kan?

MyIPO: Computer?

Qisthina: Kan! Itu apa kesah?

MyIPO: Mana saya tahu, saya pun tak nak ambil tahu tapi terpaksalah ambil tahu kan?

Qisthina: Sebabkan copyright kan?

MyIPO: You nak buat melody, you dah tak perlu dah nota [inaudible – 44:19] tu. You bukak AI, you masukkan apa melody you nak, dah siap. Background music you, lagi dah siap.

Qisthina: Disgrace nya… Tetiba kan, disgrace nya untuk seorang write. Ya sebab AI dah boleh sekarang.
MyIPO: Itu je lah. Sorry kalau I being bitter sikit. Tak ada lah, kot kalau you maybe I banyak critic ke apa ke kan.
Qisthina: Oh tidak, saya pun belajar.
MyIPO: Bukan maksud saya, I critic the music industry lah.
Qisthina: Oh.
MyIPO: Why? Because here kita memang uphold the Act. Regardless of any definitions come, we must first consider the definition provided under the Act, that's all.
Qisthina: Tak apa sebab saya memang nak menunjukkan apa yang dalam Act dan apa juga dalam market. Tapi, sebab tu yang macam bila saya nak buat literature review saya, bila saya buka ni susah sebab macam…
MyIPO: There is no literature review orang buat pasal benda ni especially on the law, legal side. There is no pioneer untuk buat discussion on the musical work, on the literature review. Sebab orang music mana minat menulis, [inaudible – 45:28] dia academic. Banyak practioner music, tapi not come from legal background.
Qisthina: Betul. Tu yang saya struggle juga sebenarnya literature review.
MyIPO: There is not much literature review. What constitute musical work under the Copyright Act, bla, bla, bla. Even dekat UK pun, Master Recording dipecah dua.
Qisthina: Kenapa?
MyIPO: You cari lah sendiri kenapa.
Qisthina: Master Recording pecah dua?
MyIPO: Dalam Akta dia.
Qisthina: Oh, Akta dia orang pun lain macam.
MyIPO: Saya pun tengah, tengah belajar. Dia macam ni, kita tak tahu kita belajar. Dulu saya intend nak pergi Kimmy, sampai sudah tak pergi-pergi. Nak pergi belajar. Saya nak tahu how they managed the publishing, semua lah. So sebab by right, publisher pun penting. Kalau tak ada publisher, penat lah si adik tu nak berjalan ke sana sini nak collect lagu dia. Kan?
Qisthina: Yang si adik pun satu, tak ada information tak tahu apa-apa.
MyIPO: Kan! Yang tu senang, okay sign je lah. Tapi by right, bila seseorang tu dah mature dalam industry, by right they should have their own publisher. Sebab dia rasa dia betul popular dengan lagu, that's why lah kalau dia tak boleh buat apa baik dia menumpang. Betul tak?

Qisthina: Betul, betul betul.

MyIPO: You under TAJA?

Qisthina: Saya under TAJA lah. Saya siapa je, ceh. Lagu saya simple, simple je.

MyIPO: I teach Master students at the Master of Creative and Culture under Liberal Arts. Kan sekarang ni Kolej Pengajian Seni Kreatif kan? You under college apa?

Qisthina: Saya UiTM.

MyIPO: UiTM. You buat Master?

Qisthina: College of Master Art, Master in Music by [inaudible – 47:14].

MyIPO: Master in Music, under what division? Liberal Art? Tiada. Sekarang ni dia buat restructure.

Qisthina: Oh! Tapi sebab saya–

MyIPO: Dia under College of, kalau sebenarnya Seni Kreatif. Bawah tu banyak.

Qisthina: Saya course–

MyIPO: I teach Master of Culture and Creative study lah.

Qisthina: Oh…

MyIPO: Tapi part time je.

Qisthina: Wah…

MyIPO: I nak sumbang lah my, I teach subjects on the digital issues in the digital age lah. Macam AI, on Metaverse…

Qisthina: Metaverse?

MyIPO: Metaverse, kalau you tahu Metaverse.

Qisthina: Metaverse tu apa?

MyIPO: Balik you baca sendiri.

Qisthina: Oh okay.

MyIPO: Banyak lah, banyak. AI, Metaverse, Blockchain, NFT. NFT you tahu? Non-fungible token. Digital art, monyet tu.

Qisthina: Oh…

MyIPO: Macam benda-benda ni lah and then AI generated work, contoh macam music created by AI. There is no person lah to be competed. So what is the legal issues? So how they're being moderated? How to collect royalties? Now you have an educator. What is the function of online platform, distribution channels, digital service lah. Kalau music kita panggil digital service lah, kan? Untuk collect, collect, from Spotify semua benda. So macam mana? What is this? The calculation. What is the bargaining power. How they actually disrupt the current traditional method? Kan dulu kan orang dulu collect duit melalui penjualan CD.

Qisthina: Betul.

MyIPO: Sekarang dah tak ada dah. So, you have to rely on [inaudible – 48:51] what we called it as Spotify contoh music, YouTube music. So, you have to rely on them they will go back at specific payments, 0.000 per play. So, do you think it's proper? So that's the question of law you need to answer.

Qisthina: Oh…

MyIPO: Okay I think that's it lah.

Qisthina: Yes.

MyIPO: Okay.

Qisthina: Thank you Encik Syaufiq.

MyIPO: Tapi elok you dah interview I dulu berbanding you interview MACP dengan Kimmy.

Qisthina: Uh-huh.

MyIPO: You would know the position of our Act first then you would get an enlightenment lah afterwards.

Qisthina: Saya memang confirm nak interview MyIPO first before MACP tapi yang kalau interview MyIPO before Miss Kimmy tu I sebenarnya ter dragged, tapi jadi elok, jadi elok pula sekarang. So okay, nanti saya akan dengan Miss Kimmy pula. Saya akan sampaikan apa yang Encik sebut. Terima kasih, kita habis.

Interview Answers – MACP

1. May you introduce yourself and your position in Music Authors' Copyright Protection (MACP)?

   Mary Yap, General manager of MACP.

2. As a representative of MACP, may you explain and elaborate in details what is MACP, and what are their position and function in the Malaysian music industry?

Music Authors' Copyright Protection is a music rights organisation that represents the rights of music creators. MACP primarily focuses on the management and licensing of music copyrights.

Here are its key functions:

- Collecting Royalties: MACP collects royalties on behalf of its members for the public performance, communications and digital streaming of musical works. This includes royalties from live performances, radio and TV broadcasts, online platforms, music streaming services and other public uses of music.
- Music Licensing: MACP grants licences to business, venues, broadcasters and other entities that use music in their operations. These licences authorize public performance of copyrighted music and ensures that music creators receive fair compensation for the use of their works.
- Distribution Royalties: MACP ensures that music creators are fairly compensated for the use of their musical works. MACP plays a pivotal play in the distribution and royalties particularly in managing Performing & Overseas Distribution royalties and Digital & Streaming Distribution royalties.

3. What are the musical work copyright protection and royalties that songwriters are eligible to receive? Did MACP brief members regarding this before becoming a member?

Yes, MACP provides members copyright protection given under the Copyright Act 1987 Section 13. There are two main rights that fall under Section 13;

1) Public Performance Right and

2) Communication to the Public Rights.

Those who are interested to be a member may refer to the Membership Guidelines https://macp.com.my/governingdocuments/ to understand the prerequisite of becoming MACP members. An initial briefing will also be conducted once they have successfully become members.

4. What are the rules and regulation to become an MACP members? Is it different for Malaysian and also non-Malaysian?

You may refer to MACP membership guideline to find out more on the rules and regulation in registering as an MACP member. Below is the link. https://macp.com.my/login/wp-content/uploads/2023/03/Membership-Guideline-Final-approved-BOD22023-29.03.2023.pdf

5. What is the function of music publisher and how is the relationship between music publisher and songwriter, and the relationship between music publisher and MACP?

MACP is a collective management organization (CMO) that mandated by members comprising songwriters, composers, music creators, and publishers.

6. Is there a specific reference for the agreement between a songwriter and music publisher?

No, the agreement is prepared by the publishers itself indicating what are the rights and distribution that they act on behalf of the writers in the publisher and writer agreement. This agreement will be submitted to MACP to become member.

7. If there is any conflict involving a songwriter's musical work copyright and royalties, how does MACP involve in this? For example, if there is a conflict claim on the same song or song submission which was done not by the musical work owner.

In the event of any conflict claims involve, MACP will act to hold the conflict claim parties account until the case is settled between them.

8. My research is a case study of Taja Archive Sdn. Bhd. and their selected songwriters, involving Adi Priyo, Awi Rafael, Adeep Nahar and Shathesh. Have you heard the issues involving these four songwriters? May you share the information regarding these four songwriter cases?

Not applicable.

9. What are the precaution and knowledge needed for a songwriter to take care of their musical work copyright?

It is important that the authors ensure their work is original and not copied from another source, and that the contract with the publishers specifies clearly what is expected of them.

Interview Answers – Kimmy Khir

Qisthina: So… Miss dah tau saya dah interview dia orang kan? So kita start, astaghfirullah. Kita start balik dengan macam, a bit, sebab kita dah second interview dah kan ni. Kita start a bit macam introduction, ringkas je, on TAJA Archive dengan what is the relationship of TAJA Archive Sdn Bhd dengan four songwriters yang saya dah interview tu.

Kimmy: The four songwriters tu, kita punya songwriters lah?

Qisthina: Hmm.

Kimmy: Lain?

Qisthina: Bukan, lain. So maksudnya macam [inaudible – 0:42], since when they become your client?

Kimmy: Memang TAJA Archive lah. Tu memang minta data lah.

Qisthina: Kena cari data lah.

Kimmy: Kena cari data sendiri lah, saya tak boleh ingat benda tu.

Qisthina: Tapi basically they all came to you…

Kimmy: Adib, he was introduced by a Singaporean punya producer.

Qisthina: Uh-huh…

Kimmy: Bila dia ada case yang lagu-lagu dia tak dapat royalty setimpal semua. So, this producer lah yang minta bahagian yang minta dia datang jumpa saya. Little that we know, yang sebenarnya bila Abang Yan cakap dekat saya ada kawan dia dari Singapore nak jumpa saya dan Abang Yan cakap dekat Adib yang bahawa dia patut jumpa saya.

Qisthina: Mm-hmm

Kimmy: Sebenarnya, kita orang dua kenal each other. Kita orang dua memang kawan.

Qisthina: Oh…

Kimmy: Cuma–

Qisthina: Abang Yan, ke Adib?

Kimmy: Saya dan Adib kawan dah lama.

Qisthina: Oh, okay.

Kimmy: Cuma kita tak expect sebab Abang Yan sebut songwriter dari Singapore.

Qisthina: Ah…

Kimmy: Dia, Abang Yan sebut dekat dia pula, publisher daripada KL.

Qisthina: Ah…

Kimmy: Yang dia selalu kerja dah entrust lah.

Qisthina: Em…

Kimmy: So bila kita orang jumpa macam 'lakar' kot. So that's how it started and itu saya dengan Adib punya songwriter punya yang signed dengan TAJA lah.

Qisthina: Mm-hmm.

Kimmy: Mmm Shathesh is, we met several times during AGM MACP and he knows I'm very loud. Dan lepas… Kita bukanlah berkawan 'berkawan'. Tapi kenal macam tu. Dan lepas beberapa tahun, then he came to approach nak jumpa. So, he came over to the company. Kita tengok, kita orang sembang and then he asked, bila dia ada konflik ni macam mana nak buat? Apa suggestion? And what he told us, among many publishers that he met, and he asked the same question, we are the one yang boleh buat tracking and tracing paling cepat dan bagitahu yang, "Okay, lagu ni ada dekat sini. Ni, ni ada dekat sini and macam tu…" So, that's how we become client punya ni lah, apa ni…

Qisthina: Adi Priyo.

Kimmy: Ah! Adi Priyo kawan lama, kawan yang rapat tapi tak pernah ni pun. So dia tany–, sebab Adi Priyo ni dia ada perangai dia suka buat banyak publishing.

Qisthina: Oh…

Kimmy: Banyak lagu dengan banyak publisher. So, he tried out with us. He gave us like, he only gave us five songs. In the beginning, lima lagu je dia bagi. Tu lagu yang dia buat sendiri, dengan orang semua. So, with that five songs, kita orang monetised dan dapatkan duit dan bayar pada dia and to his surprise itu first time dia dapat duit daripada publisher.

Qisthina: Oh…

Kimmy: Dalam banyak-banyak publisher yang dia pernah buat, dengan kami adalah first time yang dia dapat duit publishing. So, kemudian dia hantar semua conflict songs untuk settle kan, we did his conflict songs sebab kita orang buat conflict songs dia tu adalah macam, conflict songs yang kita orang buat tu, dia punya repetition dia tinggi. Sebab lagu-lagu tu lagu kuat kan. Jadi, itu yang jadi more spread to everyone yang TAJA Archive boleh settle kan case dia, so banyak lepas tu datang untuk conflict case.

Qisthina: Oh, means before the conflict case yang dia pass dekat TAJA Archive tu dah ada lah sebenarnya empat, lima lagu dekat TAJA Archive. So, dia dah indirectly dia dah signed dulu dengan TAJA Archive, baru yang dia minta tolong solve kan case tu.

Kimmy: Sebab dia discover dengan TAJA Archive so kita orang boleh bayar dia royalty publishing.

Qisthina: Uh-huh.

Kimmy: Sedangkan dekat tempat lain dia tak pernah terima.

Qisthina: Hmm.

Kimmy: Jadi lepas tu yang dia pass pada, lepas tu baru dia pass conflict. Dia tanya nak buat tak, bila dia tanya publisher lain semua macam tak berani.

Qisthina: Ah… faham.

Kimmy: Sebab dengan big company.

Qisthina: Okay, tak apa. Itu nanti kita akan indulge lagi. Ah… Apa, Awie Rafael.

Kimmy: Dia ganggu hidup saya.

Qisthina: Dia ganggu hidup saya.

Kimmy: Dia adalah orang yang sebenarnya membuatkan saya terpaksa buka, terpaksa buka company ni secara besar dan open pada ramai. Dia lah puncanya.

Qisthina: Dia lah reason nya.

Kimmy: Dari, sebab dia perhati cara saya kerja lepas tu dia tanya saya kalau saya boleh jaga which kita tolak banyak kali pun, tak nak sebenarnya. Lepas tu dia minta tolong sangat-sangat, dah jatuh kesian pada dia, then kita buat tu dia berjaya dapat semua yang backdated lama-lama dia tu, I think dalam puluh-puluh ribu dan benda tu jadi more spread lah. Itu yang, lepas tu semua orang tahu yang saya dah kembali ke entertainment tapi buat publishing bukan management.

Qisthina: Mmm…

Kimmy: Dia lah punca buka, dia lah punca daripada TAJA Archive Publishing Enterprise kepada TAJA Archive Sdn. Bhd. Sebab dah kena buka sendirian berhad dah sebab it's getting bigger.

Qisthina: Ah, betul. Kalau tak before that TAJA Archive hanya menjaga

Kimmy: TAJA atau barang kami yang kita buat sendiri je, tak buat ke orang luar.

Qisthina: So, kita moving on ke second question lah. Ni yang more to yang [inaudible – 6:01] details dengan case study yang empat orang tu. So, kita start dengan Adi Priyo dulu. Okay, based on the interview session I had with him, he shared some of his famously known songs was registered without his knowledge yang macam Miss mentioned tadi lah, by the sub-publisher of his previous publisher that he did not give the consent to register this particular song, yang empat lagu dia mentioned ada kan? And then, so, macam mana TSB involve dalam case ni and macam mana TAJA Archive settle kan case ni? Saya dengar ada even mentioned involve dengan lawyer lagi. So, boleh Miss ceritakan segalanya?

Kimmy: Involvement tu bila kita kaji balik, then kita pergi dapatkan maklumat daripada badan registered MACP untuk check balik macam mana ia berlaku, apa yang berlaku. Dekat situ kita nampak ada instruction kepada MACP dibuat oleh satu syarikat ini tanpa consent dan tanpa knowledge of Adi. Dan pihak MACP Ketika itu juga tidak memberitahu Adi.

Qisthina: Oh, okay.

Kimmy: Atas dasar ini quote daripada orang yang bertanggungjawab tu, katanya kerana percaya publisher lebih. Orang tu dah tak kerja dah dekat situ.

Qisthina: Oh!

Kimmy: So, daripada situ kita sedar there's a wrong ethic punya conduct berlaku. Jadi kita minta benda ni di address kan dan it took us four years. Was it four years or six years, saya tak ingat.

Qisthina: Hmm, okay.

Kimmy: Untuk settle kan case dia kerana pihak yang satu lagi tu melengahkan banyak benda.

Qisthina: Mm-hmm-hmm, ya.

Kimmy: Jadi, kita pusing balik cari balik daripada mula pendaftaran tu berlaku. Daripada pendaftaran tu berlaku kita betulkan balik, tapi bila kita buat benda jadi macam ni, MACP waktu tu just duduk diam.

Qisthina: Oh, okay.

Kimmy: Mereka cuma guna ayat bahawa, "Oh, ia di register kan oleh pihak satu lagi, dia ada black and white yang dia register dari sana." Tapi lepas tu dia senyap. Dan kami pula yang kena pergi panggil pihak lagi satu untuk berkejar dan itu yang ambil masa yang lama sebab macam actually main lari-lari. Sampai kita address kan benda ni kepada AGM, cara benda ni adalah sesuatu yang salah dan kena pula benda ni tak beretika, benda tu copyright. Dan sepanjang empat tahun saya rasa benda ni kita sampai terpaksa panggil legal kerana pihak sana tidak membalas kepada kita. So, bila kita start legal action dengan letter of demand, itu baru dia mula menjawab dan baru mula untuk "Okay, jom." Tapi kira macam deal luar lah, tak through court. So, perjumpaan kita, kita meet up kita buat beberapa sesi, details semua dan alasan mereka dengan report hilang lah, report tak ada. Tapi sebenarnya, sebenarnya, kita orang boleh je check report tu, through MACP punya report Adi, sebab the share yang dia orang ambil lima puluh-lima puluh. So apa yang ada dekat Adi, lima puluh lagi ada dekat dia orang lah. So, with that calculation method kita minta and claim balik lah. So, tapi kita masih dia gula-gula kan lagi sampai tempoh yang kita dah penat and kita dah hantar stern warning bahawa, dalam tempoh tertentu tak ada reply ini semua, we are taking it to the court and pihak sana telah membalas dan terus membayar duit tu.

Qisthina: Oh, laju.

Kimmy: Tapi laju pun lapan, empat tahun lebih lah.

Qisthina: Tu lah. Oh, faham. Sebab saya even dengar, sebab Adi ada cerita yang after the meeting tu, through the meetings tu dia kata, dia orang acknowledged yang memang apa tu, tapi nak biar dia orang collect lagi, collect lagi baru dia orang bayar balik. Yang tu macam mana tu?

Kimmy: Yang itu daripada pihak the other party lah when at first sebab dia ada involved OP dan SP dekat belah sana jadi benda ni dilakukan oleh SP OP tu tanpa pengetahuan OP. So, bila OP acknowledged, OP cakap okay lah dia acknowledged yang benda ni satu kesilapan dan dia akan pulangkan. Ini quote Adi, jangan quote saya, awak quote dia balik, bila ayat dia macam tu, bila Adi [inaudible – 10:11] turun basuh muka, tiba-tiba yang OP ni minta tambahan tahun supaya dia boleh collect lagi.

Qisthina: Betul, betul.

Kimmy: Walhal, selama ni the collection tak pernah dibayar satu sen pun.

Qisthina: Uh-huh.

Kimmy: Jadi macam penyamun tengah minta duit lah. Boleh tak aku samun hang lagi? Lebih kurang macam tu lah.

Qisthina: [inaudible – 10:31].

Kimmy: So, lepas incident itu, apa sahaja communication Adi minta saya deal direct, dia orang deal direct dengan saya tanpa Adi tapi apa-apa email, conversation semua ada disisi pada Adi. So, Adi dah tak turun padang, Adi tak nak tengok muka dia orang.

Qisthina: Oh, okay. So, lepas tu memang TAJA Archive memang deal direct terus dengan dia orang through email je, ke ada meeting lagi?

Kimmy: Ada meeting, ada email. Kita orang kejar, asyik lari. So, meet up sampai we have to threaten them with a, bringing to a court action.

Qisthina: Mm-hmm.

Kimmy: Sebab pada ketika itu, saya tengah buat lagi satu case dengan different company, dan legal dah start hantar LOD nak masuk action dah kerana dia tahu kita tengah buat court action dekat sana, court injunction… Apa Fizah? Yang nak bawa ke court tu. Ada satu terma dia. Daripada LOD, nak pergi court injunction yang nak pergi ke mahkamah untuk mahkamah yang panggil tu.

Fizah: Uh, case management.

Kimmy: Case management.

Fizah: Pengurusan kes.

Kimmy: Pengurusan kes.

Fizah: Daripada LOD, buat writ of summons dulu. [inaudible – 11:37] writ of summons, lepas writ of summons and then baru keluarkan tarikh kes pengurusan.

Kimmy: Waktu tu tengah nak buat writ saman, nak paling ke court lah, nak bawa ke court. Waktu tu, bila case yang lagi satu nak buat macam tu, tengah buat macam tu, then terus pihak yang Adi punya kes ni terus call dan terus janji nak bayar payment dia pada malam tu juga.

Qisthina: Hmm.

Kimmy: So, that's how we sort it out. So, benda tu tak sempat masuk court.

Qisthina: Tak sempat masuk court.

Kimmy: Tu lah, bucket list saya tak tercapai.

Qisthina: Bucket list masuk court. I see, so is it the after tu adakah benda tu settle ke macam mana?

Kimmy: Satu, Adi dapat balik performing punya income, yang mana MACP dah bayar half pada company sana kan, so pulang balik kepada kita. So, dapat pada Adi. Tapi mechanical income tu masih pending kerana mereka gagal memberikan report dan kami terlampau busy untuk mengejar buat masa ni.

Qisthina: So, basically dia ada yang dah solved tapi masih ada yang masih pending lagi sebenarnya.

Kimmy: So, songwriters kan ada pelbagai rights, jadi rights untuk performing dah dipulangkan dalam hundred and thirty thousand something, mechanical masih belum, masih pending, synchronisation masih pending.

Qisthina: Hmm, okay, okay. Ada apa-apa ke Miss nak tambah on case Adi tu ke? Ataupun, macam mana?

Kimmy: Kes Adi tu kita orang punya experience juga lah untuk tahu macam mana sebenarnya CMO bergerak. Kita baru tahu macam mana cara pendaftaran CMO pada ketika itu. Dan satu lagi, bagaimana, dia mengajar kita bahawa benda ni when you are a big company, you have an easy access pada ketika itu. While when you're an individual small song company, it's like so difficult for you even though it's your own song. Bayangkan, kes Adi ni buat kita orang semua rasa macam, dia sebagai pencipta, tapi dia pula yang kena pergi solve, benda yang bukan dia yang daftar, orang lain yang mendaftar kepada pihak tersebut. Which bagi kita orang itu tak adil lah. Tapi ni ketika zaman tu lah, 2016 punya tahun. Ini ketika, sorry.

Qisthina: 2018?

Kimmy: 2018. I think 2016, time dia kahwin lah. Ini adalah ketika zaman tu management nya sebegitu rupa. Tapi kerana kes Adi ni juga membuka mata kepada management MACP bahawa betapa cara pendaftaran tu perlu dilakukan jujur dan tulus, dan macam mana kalau sekiranya berlaku kesalahan they have to take in charge of it. Dan kes ini membuka mata kepada MACP bahawa tak boleh sambil lewa lah pendaftaran tu.

Qisthina: This is also a lesson for them juga lah.

Kimmy: Yeah…

Qisthina: Tapi through this case.

Kimmy: Yeah…

Qisthina: Nice, nice, nice. Wah, okay. So, itu sedikit sebanyak…

Fizah: So, itu [inaudible – 14:36] macam Shatesh punya case, di mana

Kimmy: MACP baru realised bahawa company OP yang selama ni yang lagu-lagu Shatesh berdaftar, dah tamat, dah tamat SSM. SSM dia dah mati. Lesen perniagaan dia dah mati dan sekiranya lesen perniagaan dah mati, MACP sepatutnya tidak boleh membayar, tak boleh buat apa-apa payment kepada…

Qisthina: Company tu.

Kimmy: Kepada company yang apa-apa dah mati sebenarnya. Tapi sebab waktu tu membership tidak pernah jadi routine. Ia tidak pernah jadi satu routine MACP untuk check semua company yang berdaftar.

Qisthina: Oh… okay.

Kimmy: Selama ni, cuma tahu manusia individu yang meninggal. Tapi bukan company yang, bukan meninggal, tapi company yang tak ada lesen.

Qisthina: Tiada lesen.

Kimmy: Jadi, waktu kes Shatesh, dia orang belajar yang dia orang kena check yang apa, kesemua syarikat ni perlu active sebelum dia orang pembayaran.

Qisthina: Ah…

Kimmy: Kalau tidak it’s considered as money laundering lah. Dia dah tamat tempoh kan. Masih collect tu salah. Orang dah…

Qisthina: Kes Shathesh tu bila dan apakah sebenarnya kes dia?

Kimmy: Bila tu awak check sendiri. Kes dia mengenai syarikat publisher yang lama yang telah tamat lesen perniagaan dan syarikat tersebut gagal melakukan kerja-kerja publishing dan itu membuatkan mereka kehilangan hak-hak ekonomi yang patut mereka dapatlah. Jadi bila Shathesh alert pasal benda tu dan kita pun buat company search memang company ni dah, dah tamat lesen perniagaan. Jadi payment tu dia tak pernah terima, kecuali a normal PR. Jadi, that's how we start to do a check and case lah. So, sebab kita buat untuk Shathesh ni automatically Aubrey Suwito pun dapat, portion dia.

Qisthina: Mm-hmm-hmm, faham.

Kimmy: Kerana kami buat, sebab Shathesh berkongsi dengan Aubrey, so automatically Aubrey pun dapat balik hak benda ni kepada dia.

Qisthina: Tapi Aubrey bukan under guide TSB lah kan? Faham. Okay, dia… Tapi yang saya dengar yang dia cerita adalah dia ada banyak music publisher dia bukan semua music publisher memang macam tu ke? Ataupun yang… Yang mana?

Kimmy: Uhh… Siapa?

Qisthina: Untuk Shathesh. Dia kata dia ada parked lagu dekat few tempat kan?

Kimmy: Hmm, pada zaman tu, without dia tahu fungsi publisher sebenar, yes. Dia ada beberapa publishing lah sebelum ni dan dalam banyak-banyak tu, hanya satu sahaja yang bayar kepada dia yang amount just a little yang dia pun sebenarnya tak realise dan tak alert pun. So, bila dengan kita, kita… Bila dia dengan TAJA, setiap kali apa-apa payment atau lagu tu dia mainkan dia mana-mana ke, dia sentiasa dapat update dan dapat report. Dan kemaskini tu selalu dapat daripada kita. Jadi, itu yang buat dia lagi confident dan telah menjadi macam MLM pula. Dia pula yang pergi panggil kawan-kawan dia datang sign dekat kita orang.

Qisthina: Oh… Faham, oh, okay. Tapi adakah masa Shathesh datang dekat TAJA Archive tu, dia dah tahu akan kes dia tu ke, atau lepas datang sini baru dia tahu yang dia ada masalah on conflict dia tu?

Kimmy: Dia dah mula tertanya-tanya waktu dia datang jumpa the first visit tu dia tanya banyak benda lah. So, dari situ dia cuba faham apa fungsi publisher dan how does a publisher make money and how can a writer make money through publishing. So, dari situ dia mula belajar. Dan waktu dia buat pun, pada awalnya dia buat dengan kita secara individu.

Qisthina: Oh…

Kimmy: Tapi bila kita realised lagu dia banyak, sebab di TAJA Archive ni, sesiapa yang ada lebih daripada lima puluh lagu, kita akan propose untuk mereka buat dia punya own company sebagai publisher, manakala kita sub-publish. So, dengan Shathesh tu kita berjaya buat benda tu lah. Kita suggest pada dia, dan kerana bila dia dengan kita lah, dia membuat satu publishing house nama Senandung Works. Senandung Works untuk karya-karya dia.

Qisthina: Oh… selepas sini baru dia buka publishing satu lagi tu. Oh…

Kimmy: Lepas datang then baru, bila kita suggest lah, tengok lagu dia lebih daripada tujuh lebih. I think he got, rasa tak ingat [inaudible – 19:04] datang. Bila lagu dia lebih lah daripada lima puluh tu, memang kita suggest and dia pun terima idea tu. Macam menarik untuk dia. Dan benda tu boleh buat dia satu profile and it’s a profile as a level up untuk dia lah, dalam industri ni. Dan dia sangat berbangga dengan benda tu dan bagitahu semua orang yang dia dah ada publishing and it’s handled by TAJA Archive, administered by TAJA Archive.

Qisthina: Faham.

Kimmy: Dia dah berjaya mengumpulkan karya-karya dia balik lah. Semua yang bersepah tu, kita berjaya mengambil balik cuma tinggal satu je yang, hanya satu je yang publishing dekat luar yang kita tak sempat nak buat apa-apa. Sebab dia baru terima agreement, salinan agreement.

Qisthina: Oh… Baru berjaya terima salinan agreement lah.

Kimmy: Sebelum dia meninggal lah.

Qisthina: Sebelum dia meninggal, I see. So, adakah masih akan proceed untuk work for satu agreement tu ke macam mana?

Kimmy: Yang tu kita kena jumpa dengan the next of kin, pewaris dia dan kita perlu revisit that case dan kita kena dapat mandate daripada next of kin lah. Walaupun sebenarnya instruction tu jelas daripada Shathesh yang dia nak dapat balik semua barang dia, tapi kerana memandangkan dia dah tak ada, kita kena revisit balik, tengok apa kata family dia.

Qisthina: Hmm… So, adakah, ada tertulis dekat mana-mana kalau selepas dia meninggal, next of kin tu yang decide ke macam tu, ada? Ada tertulis.

Kimmy: Ada Copyright Act. Apa saja milik pemilikan, dia akan pergi kepada waris. Dan kita menghormati perjanjian antara kita dengan writer kita pun apa-apa pun it has to go to the waris. Sepanjang TAJA Archive buat operasi, selama ni kita memang pernah ada katalog orang yang meninggal. Dah sedia meninggal lah sebelum di sign oleh waris atau apa. Tapi this is the first-time yang songwriter kita meninggal. Jadi, it is best practice for us to sit with the family and to get their opinion. Sebab bila kita nak buat satu kes, dia akan perlukan masa, duit, dan juga tempoh ni lah dengan commitment.

So, bila yang mereka ni bukan lah orang yang sedia ada dalam industry, so dia akan jadi lambat.

Qisthina: Faham. Kita pause sekejap.

Qisthina: Sambung balik.

Kimmy: Kenapa panggil dia kiri?

Qisthina: Nama nickname, nama nickname panggil kiri. Okay, kita sambung balik. So, basically Shathesh satu je basically yang memang segala kes dia yang before this memang TAJA Archive sudah selesaikan laporkan sebenarnya kan?

Kimmy: Dah. Dia dah dapat dua kes dia. Satu tu daripada, tak boleh sebut nama kot.

Qisthina: Tak apa. Kalau Miss tak sebut pun, saya akan ni, sebab kalau Miss tak sebut pun tak apa.

Kimmy: Satu tu daripada Neo Gendang UMP, satu lagi daripada Music Works. Hi!

Qisthina: Hi! Asal saya datang je kamu datang kan? I'm doing my research. Ya, kejap ya, saya pinjam Miss Kimmy sekejap. Ya

Anonymous: Oh…

Kimmy: Sila, sila. Sila masuk, sila masuk dulu.

Qisthina: Ya, kamu masuk dulu, kamu duduk dulu. Wah you bring dessert! Thank you.

Kimmy: Cheesecake!

Qisthina: Okay, you give me! Tiba! So, Shathesh ni, basically dia ni just same case as macam yang lain lah. Basically, lagu dia tak dapat payment daripada publisher before lah. Lebih kurang macam…

Kimmy: Lebih kurang macam kes Adi. Ah… dia lebih kurang macam kes Adi. Tapi Adi tu, dia didaftarkan tanpa pengetahuan dia. Macam Shathesh ni, dia memang tahu benda ni dia duduk bawah publisher tu, cuma publisher tu tak pernah buat kerja.

Qisthina: Ahh, okay. Ni sebab publisher tak buat kerja lah.

Kimmy: Publisher tak buat kerja, dan publisher tu sebenarnya dah mati lesen, lesen perniagaan dah mati. So, sebenarnya dah tak boleh operate lah.

Qisthina: Tak valid lah sebenarnya, tak berjalan. Tapi still, berdaftar dekat MACP pun through publisher tu juga sebenarnya. Ah, okay.

Kimmy: Eh, tak. Waktu mendaftar MACP tu dia daftar sendiri, cuma dia letak nama publisher.

Qisthina: Oh, dia yang pergi buat kerja.

Kimmy: So, kebanyakkannya, even Adi pun buat macam tu. Kebanyakkan songwriter, dia orang tak sedar bila dia orang dah sign dengan publishing, patutnya publishing buat kerja. Publisher yang buatkan kerja. Tapi dia orang pergi buat kerja tu untuk publisher. Hah, selalu jadi macam tu.

Qisthina: Oh… Okay, faham. So, basically, it's either dia orang pun tak tahu apa role dia orang dan role publisher dia orang dan publisher dia orang pun macam tak tahu juga. Hah, macam tu lah kes dia. Okay, okay. Tu untuk Shathesh. So, untuk Awie, dia ada cakap dengan saya, he does not have any conflict atau isu in his years as a songwriter here in Malaysia, because he is with TAJA Archive on the get go. And he said that TAJA Archive is his first publisher here in Malaysia. So, the early struggle that he faced was late payment of blanket fee and some of other clearance of royalties. So, that's the only issue that dia mentioned lah.

Kimmy: Dia sebab, bila dia dah jadi member MACP lama, tapi dia tak ada publisher, so dia tak dapat nak collect mechanical, synchro ni semua, tak ada siapa boleh collect.

Qisthina: Oh…

Kimmy: Dia dah lama jadi member tu. So, bila dia jumpa kita orang hari itu, bila dia jumpa saya hari tu, and then bila kita baru sign, itu yang kita boleh check dan boleh collect kan backdated dia. Yang tak pernah di collect. So, kita berjaya dapatkan balik semua yang backdated dia on mechanical, on synchronization. Sebab benda ni semua tak pernah di collect dan tak pernah di administer oleh mana-mana publisher. So, daripada situ baru dia tahu pentingnya ada publisher sebab rata-rata, zaman dulu, including me, myself pun, bila kita jadi member MACP, kita assume MACP are doing everything for us. Unfortunately, it is actually, we need to find a publisher yang boleh monetise other side of income yang MACP tak jaga. So, itulah. Kelewatan kita tahu benda tu pun lewat lah.

Qisthina: Hah, faham. So, bila cakap backdated, so usually backdated yang pergi kejar balik ni, berapa jangka masa yang boleh kejar balik check backdated tu sebenarnya?

Kimmy: Hmm, jap, tak masuk pula ubat ni. Jangka masa eh?

Qisthina: Mm-hmm.

Kimmy: Sebenarnya, backdated ni, dia… Kalau MACP punya system, kalau tak ada sesiapa pernah claim, so dia cuma ada tiga tahun.

Qisthina: Okay.

Kimmy: Tetapi kalau benda tu pernah di claim atau salah claim oleh orang lain, so awak akan ambil apa yang awak just registered pada tahun tersebut. Tapi yang backdated yang orang lain dah claim tu, kita claim dekat orang tu lah. Lagi selamat bila ada orang lain claim daripada awal, daripada tak pernah di claim.

Qisthina: Kalau tak ada siapa sentuh tu bahaya, sebab tiga tahun dia hilang, eh?

Kimmy: Tiga tahun je dia simpan.

Qisthina: Oh, simpankan.

Kimmy: Selepas, prior sebelum tiga tahun dia akan hilang. Tapi, kalau dah orang claim, best lah, awak boleh pergi tuntut lah. Tuntut salah laku, tuntut apa dia, [inaudible – 5:29] claim. You keluar.

Qisthina: You keluar. Halau you keluar. Tak, dia macam nak muntah. Oh, so begitu. Tapi ni hanya pada PR ke ataupun pada semua juga? Blanket juga?

Kimmy: Daripada PR dan juga mechanical. Certain mechanical punya income ada pada MACP, certain lah, tak banyak. Ada mechanical tu duduk dekat MACP, tapi kebanyakkannya benda lain lah.

Qisthina: Such as? Yang certain tu.

Kimmy: Certain tu, kalau buat mechanical macam Spotify.

Qisthina: Mm-hmm.

Kimmy: Yang tu dia akan bayar pada CMO.

Qisthina: Oh, okay.

Kimmy: Benda-benda mechanical yang besar akan bayar pada CMO.

Qisthina: Hmm…

Kimmy: Okay, yang ni dah.

Qisthina: So, saya pun ada indulge sedikit mengenai blanket, macam mana untuk TAJA Archive, share lah sikit, macam mana seorang publisher tu collect duit blanket? So, dia just, as a knowledge to, pada orang yang akan baca saya punya research nanti lah. Macam mana, apa, orang, satu publisher tu meng collect duit blanket atau benda-benda yang lain. Yang kalau bukan MACP collect ni, macam mana nak buat sebenarnya?

Kimmy: First, publisher tu kena ada pengetahuan mengenai business publishing lah. Daripada bisnes publishing tu baru dia tahu, oh, apa rights, rights, yang ada. Jadi, kerajinan itu penting. Satu publisher tu perlu tahu rights. Nombor dua, dia kena communicate dengan badan-badan ni. Macam contoh, synchronization ni kita ada dua parties. Kita ada perjanjian blanket di antara broadcast TV dengan kita, atau dengan persatuan. Manakala the third party tu kita deal direct.

Qisthina: Haidi, Haidi.

Kimmy: Haidi dah sampai. Haidi nak tanya pasal distribution. Yang untuk dua lagu dia tu. Apa… Synchronisation, and then kita ada print sheet, macam mana bila benda tu menjadi cetekan dan penjualan atas core notes. Dan kita ada lagi, mechanical.

Mechanical ni based on technology. Lagi banyak benda sama ada is download atau digital, pelbagai platform baru muncul. So, benda ni kita semua kena well equipped dan kena lagi laju lah, kena laju. Kena tahu tugas kita untuk collect lah, sebab kerja publisher ni sebenarnya, sejujurnya kerja publisher ni, kit ani sebagai administrator untuk songwriters. So, kita ni considered macam kais pagi makan pagi lah. Kalau kita buat kerja untuk dia orang kita dapat lah duit bahagian kita juga. Dan publisher ni, dia berkait dengan Copyright Act. Copyright Act ni, benda ni sangat unique. Tempoh business ni, lama. Sebab dia lifetime of a songwriter campur lima puluh tahun. So benda ni sebenarnya boleh jadi satu tradisi company, bukan tradisi, longevity untuk company ni, untuk berjaya tu ada. Sebab benda ni, tempoh yang lama. Dan dia bukan macam business yang memang kita dah invest banyak ni, so dia tahan banyak ni je. It is more on administration. Jadi, as a publisher, service tu, administration. Kalau you tak cukup team untuk buat service administration tu, you takkan boleh nak buat benda ni.

Qisthina: Hmm, faham. Saya mendengar mengenai MPA.

Kimmy: Music Publishing Association.

Qisthina: Yang tu apa kaitan dia dan macam mana bekerjasama dengan dia orang?

Kimmy: MPA ni adalah satu persatuan yang mana ianya menjadikan ahli-ahli syarikat penerbitan, publisher house bergabung sebagai the moderator atau kita panggil untuk bantu kelola industry punya market.

Qisthina: Kelola?

Kimmy: Kelola lah. Mengelola, administration. Administrating the industry punya paksi where are we heading and dekat mana kita boleh buat, dan apa yang kita boleh jaga. It’s like a Guardian’s of the Galaxy for a songwriter lah, dalam masa sama. So, Music Publishing Association ni, sejujurnya dulu sebelum saya masuk, saya pun tak tahu pasal depa. Sebab orang-orang dekat dalam tu sebenarnya, yang tu tak payah catit lah, slow-mo sangat. Jadi dan dekat Malaysia ni sebenarnya tak banyak publishing house yang tahu buat kerja publisher.

Qisthina: Okay.

Kimmy: Kebanyakkanya hanya sekadar nama untuk collect PR punya royalty. Walhal, royalty lain tak jaga. Jadi, association ni sepatutnya membantu semua publisher, publisher ni belajar lah mengenai apa hak dia orang, apa tanggungjawab dia orang, dan macam mana cara untuk kita kemudikan songwriter punya rights lah. Baik dari segi ekonomi, moral dan juga legal rights dia orang.

Qisthina: Oh, I see. So, is it a must for music publisher untuk jadi MPA?

Kimmy: Actually, bagus apabila semua publisher dapat bersatu dan masing-masing dapat menimba ilmu dan dapat bergerak sekali. Sebab lagi banyak team you, lagi besar, you punya penangan lagi senang untuk kita address kalau kita minta tuntutan sesuatu untuk songwriters. Especially bila kita nak pergi, nak ber-debate pasal songwriter punya rights dengan pihak-pihak lain. Tetapi…

Qisthina: Cakap je tak apa. Kalau nak off record nanti saya off record.

Kimmy: Yang pertama publisher kena well-equipped lah dengan apa tugas dia. Sebab kalau you masuk persatuan pun you don't even bother to level up yourself, persatuan tak boleh buat apa-apa untuk you pun. Persatuan hanya as a persatuan lah.

Qisthina: Mesti persatuan tu [inaudible – 11:58] dia macam you tak ada lah kalau nak collect this, this and this, nak masuk dalam MPA tidaklah. Tidak ada ke?

Kimmy: Pada mulanya saya pun fikir begitu.

Qisthina: Uh-huh.

Kimmy: Sekarang sebenarnya tidak ada kena mengena.

Qisthina: Tidak ada kena mengena, okay, faham. So, basically kalau publisher nak buat kerja publisher dia boleh gerak je without MPA pun sebenarnya.

Kimmy: Mmm.

Qisthina: Okay, so, apa-apa memang terus direct.

Kimmy: Sebab publishing punya benda ni, exclusive minded masing-masing.

Qisthina: Uh-huh.

Kimmy: So, I tak boleh wakilkan publisher lain, unless they give me a mandate. So, sebenarnya kena gerak sendiri lah. Dan persatuan tu is like an NGO lah. Untuk meramaikan keadaan, meramaikan suasana. Untuk buat havoc.

Qisthina: Macam tu, okay. Alright, dah mendalam situ dah. Tapi, kita ada seorang lagi. Mengenai Adeeb Nahar. Adeeb Nahar dia, dia tidak berapa tu eh… Dia tidak begitu memberi jawapan, dia cuma mentioned pasal… Faced issues regarding his copyrights and quoting him, "It is something out of my expectation." Ayat dia just that, I asked him, "Did you face any issues with your copyright?" and jawapan dia, "It is something out of my expectation." That's all. So, apakah yang out of his expectation issue yang dia alami tu.

Kimmy: Masalah Adeeb kerana dia terlampau percayakan kepada orang untuk pergi mendaftar walhal, role yang dia pegang tu sepatutnya memberikan dia lebih income. Seperti contoh, he is a composer and author, instead claiming composer author punya rights with a higher portion, orang yang dia percaya tu telah mendaftarkan dia untuk portion yang sangat sikit. Author sahaja.

Qisthina: Okay.

Kimmy: Dan orang tu pula dapat composer.

Qisthina: So, basically, it’s a, orang tu mendaftarkan secara salah with his knowledge or not?

Kimmy: Without his knowledge.

Qisthina: Without his knowledge.

Kimmy: But with the full intention of that particular person.

Qisthina: Oh, okay. So, memang intentionally.

Kimmy: I believe so sebab kalau secara jujurnya, kita tahu dia adalah melody maker, kalau dia berkongsi melody maker, portion dia patut 25-25. Tapi, portion dia instead of dapat 25-25-50 dengan 25-25 tu, dia cuma dapat 25 percent dan tinggal separuh daripada author punya portion.

Qisthina: Oh means, even on author side pun pecah lagi? Dia ambil separuh je?

Kimmy: Em!

Qisthina: Oh, okay.

Kimmy: Dia punya case jadi macam tu.

Qisthina: Case mostly. So, macam mana dia boleh tiba-tiba tersedar benda tu and tiba-tiba datang dekat TAJA Archive semua macam mana?

Kimmy: Sebenarnya dia datang atas suggestion Abang Yan tu, untuk mendaftar lagu-lagu baru dia.

Qisthina: Uh-huh.

Kimmy: Tapi, alang-alang sebab dia datang kita selalu check kan. Cara kita, TAJA Archive ni, bila orang datang, kita selalu, kita memang selalu check dia punya, check musical work dia, kita check the whole profiling dia dulu sebelum kita buat apa-apa so dari situ kita realise dan kita sedar.

Qisthina: Memang just checking apa semua. So, adakah before that dia dah memang ada publisher? Publisher yang dari pihak kawan dia tu lah?

Kimmy: Dia tak sedar pun yang kawan dia tu buka publishing.

Qisthina: Oh…

Kimmy: Dia ingatkan kawan dia hanya mendaftar sahaja.

Qisthina: So dia memang langsung tak ada knowledge sangat lah mengenai publishing dan juga dia punya rights lah sebenarnya? Masa tu.

Kimmy: Iye. Dia ada satu lagi dengan Luncai Emas. Yang Luncai Emas tu pun, dia tahu mereka sebagai publisher tapi dia tak tahu apa kerja publisher tu. Cuma kebetulan sebab kawan dia duduk bawah Luncai, so dia pun sign dengan Luncai. Tapi, dia dapat lah, dia dah dapat report tapi dia sendiri tak tahu apa report yang dia dapat.

Qisthina: Dia pernah dapat apa-apa income ke dari dia orang?

Kimmy: Daripada Luncai ada, tapi on reporting wise dia tak tahu.

Qisthina: Oh… so daripada report dia tu, adakah dia dapat hanya PR ke dari Luncai Emas ataupun dia memang dapat je sebenarnya, income dia?

Kimmy: Dia dapat PR.

Qisthina: PR sahaja?

Kimmy: Tak, tak, tak, tak. Sorry. Dia dapat, dia ada dapat, sorry. Dia ada dapat… macam tak sure lah, cuba check balik.

Qisthina: Macam tak sure lah, okay, sebab takut salah.

Kimmy: Takut salah sebut.

Qisthina: Oh, faham.

Kimmy: Tapi yang dengan mixology tu memang tak dapat apa lah, 'hare' tak dapat apa. Dah lah tu pun payment sikit gila. Sebab portion dah kena potong.

Qisthina: Oh, portion kena potong. Lepas tu dia pun… Tapi dia aware benda tu didaftar tapi tak tahu pun apa yang didaftar. Betul tak?

Kimmy: Huh. Sebab kebanyakkan songwriter ni, bila MACP buat payment pada bulan lapan, bulan tujuh ataupun bulan lapan, dia orang semua tak tahu baca report.

Qisthina: Okay.

Kimmy: Kebanyakkan publisher, kebanyakkan songwriter that reti baca report. Itu yang membuatkan dia orang semua tak alert. Bahawa pendaftaran dah dibuat, berapa portion semua, dia orang tak pernah alert. Dan kebanyakkan songwriter, tak payah kebanyakkan lah, 90 percent songwriters selalu bila dapat report je, dia nak tengok berapa total amount dan lagu mana paling tinggi. So, dia tak check pun sebenarnya pendaftaran tu macam mana, berapa, apa detail, tak pernah check. Adi pun jadi macam tu.

Qisthina: Okay…

Kimmy: Dan Adi, bila kita buat checking tu baru dia realized yang lagu dia ada pada, tersalah daftar oleh satu company tu.

Qisthina: Satu company tu. Adi sebut je. Adi sebut je. Semua dia sebut. Tak ada censored. Oh, okay, okay. So, basically Adeeb pun dia kind of the same. So, the process of settle kan Adeeb punya case pun adalah macam mana? Apalah TSB buat?

Kimmy: Kita buat reporting, kita ni tapi case dia tinggi gila lah. Report dia banyak gila dan sebenarnya, Adeeb punya belum. Adeeb punya, mission dia adalah membetulkan balik percentage, which kita dah buat. Tapi untuk collect balik duit backdated, kita belum settle sebab report dia terlampau banyak.

Qisthina: Oh…

Kimmy: Dan itu pun, dia pass pada kawan dia untuk buat reporting tu. So, kita tengah tunggu kawan dia yang report dekat kita balik berapa total income tu.

Qisthina: Hah… so, masih dalam process lah tapi it's on going lah.

Kimmy: Huh, process. Tapi payment kea pa ke, kena tanya kawan dia lah bukan kita orang.

Qisthina: Kawan dia, as in kawan yang mendaftarkan ke orang lain?

Kimmy: Bukan. Kawan dia yang untuk buat report calculation.

Qisthina: Oh, okay, faham. Hmm, alright. Saya habis dekat sini. Ada sikit lagi. Ada lagi dua soalan.

Qisthina: Alright. So, kalau yang leceh nak cakap pasal Shathesh tu nanti sikit, cakap [inaudible – 0:08]. Alright, moving on to the next involving parties. Would you prefer to share your knowledge on MyIPO dulu ke MACP dulu? Mana lebih kena dengan flow? Of Miss nak sharing. Of Miss nak sharing, ayat dia. Jap saya kasi pause dulu. Miss boleh start lah mana nak MyIPO dulu ke or MACP dulu, tapi what are their function and relation to you as a music publisher and also to songwriters. So, [inaudible – 0:44] nak MACP dulu ke, nak MyIPO dulu ke, mana yang lagi atas lah. Tiba-tiba kan.

Kimmy: MACP dengan MyIPO ni dua-dua ada conduct dua benda yang berbeza. Sebenarnya kewujudan MACP tu, perlu ada kelulusan daripada MyIPO. Kalau MyIPO adalah satu badan perlesenan yang memberi mandat atau memberi lesen kepada syarikat untuk beroperasi untuk mengutip atau laku apa-apa [inaudible – 1:08] lah, mengenai hak cipta. MACP bergerak sebagai CMO or PRO, performing, atau Collecting Management Organisation. Jadi tugas MACP ni adalah untuk mendaftar dan kita daftar lagu dengan dia, dan dia menyelia apa-apa kutipan ekonomi untuk lagu tersebut. Itu je fungsi dia dan kutipan yang dilakukan adalah untuk category performing rights. So, apa sahaja berkaitan performing rights, satu dunia ni diuruskan oleh CMO.

Qisthina: Okay.

Kimmy: Dan CMO, CMO ni akan bergerak atau collaborate among themselves through a head by [seaset – 1:59]. Sekiranya lagu kita dimainkan dia luar negara, ia akan di collect oleh CMO luar negara dan akan hantar ke Malaysia punya CMO. Kerana mereka ada perjanjian reciprocal. Manakala untuk MyIPO pula, dia adalah subsidiary, dia adalah government punya agency. Yang menjaga dan menyelia akan hak cipta undang-undang. Jadi tugas MyIPO ni pula adalah urusan-urusan Akta dan dasar perundangan tu tetap di tangan mereka. Sekiranya kita perlu melakukan apa-apa perubahan atau penambahan Akta, ia perlulah mendapat kerjasama daripada MyIPO sebagai penjaga kita, dan boleh digubal atau dituliskan dasar-dasar tu sebaiknya untuk kepentingan para pencipta. Jadi sebenarnya, MyIPO ni memainkan peranan penting juga dari segi dasar dan undang-undang kerana bila mereka ada satu dasar atau undang-undang yang kuat, barulah enforcement tu boleh berlaku. Dan barulah harta intelek ini dapat dijaga dan dikawal sebaiknya. Tapi sekiranya kita punya undang-undang tu tak ketat, jadi benda tu longgar, kita sendiri pun susah nak dapatkan enforcement dan kita juga susah nak dapatkan bantuan dia orang untuk menjaga hantar intelek kita. Di antara Malaysia, Singapore dan juga Indonesia, sebenarnya Malaysia sangat ketinggalan sekarang kerana dasar undang-undang kita tidak upgrade seperti mana Indonesia dan juga Singapore. Singapore, untuk tempoh duration nya, dah ke arah, nanti awak check balik, tak silap saya dia 60 tahun, tak silap saya. Nanti check dengan Fizah. Hari tu Fizah dah check. Manakala di Indonesia, dia orang dah upgrade ke 70 tahun, maknanya lifetime seorang songwriter campur 70. Tapi ini hanya untuk musical work, bukan untuk aset rakaman. Singapore pun lebih daripada Malaysia. Apa yang menjadi kerisauan kita orang sekarang ni adalah, sekira, sebab kita Malaysia pertama kali tahun ni dah mencecah, dah ada satu lagu yang dah tamat tempoh lah iaitu P. Ramlee. Jadi, kita masih lagi dalam ragu-ragu kerana kita tak dapat jawapan daripada MACP ataupun daripada MyIPO apabila tempoh lagu untuk duration lagu P. Ramlee ni dah tamat, adakah Malaysia, yang 50 tahun ni masih perlu membayar apa-apa lagu bila ianya dimain. Contoh, adakah Malaysia akan terima, adakah MACP akan terima lagu income royalty P. Ramlee yang dimainkan di Singapura kerana Singapore ada 60 tahun. Adakah Malaysia akan masih terima atau tidak? Dan, di Malaysia, kita perlu bayar apa sahaja lagu yang lahirnya daripada Singapore, kita perlu ikut tempoh kewarganegaraan di situ. Jadi ia akan menjadi satu kerugian kepada kita lah kalau kita tak standardise kan. Tapi sekiranya, sebab negara kita 50 tahun sahaja, dan sekiranya kerana Malaysia hanya 50 tahun, itu membuatkan apa sahaja lagu masuk ke Malaysia tutup pada 50 tahun, then it should be okay. Ini pendapat saya.

Qisthina: Okay.

Kimmy: Awak boleh tak? Awak boleh pickup tak apa saya cakap?

Qisthina: Maksudnya tapi contoh lagu luar masuk sini pun kira 50 tahun, yang tu yang…

Kimmy: Kalau ianya hanya kira 50 tahun, then kita selamat. Maknanya tu, ekonomi negara kita selamat. Saya Malaysia, saya 50 tahun. Awak Singapore, awak 60 tahun. Haidi, Indonesia, 70 tahun. Kalau lagu tu dah habis tempoh 50 tahun, bila dia masuk Malaysia, sorry, lagu tu masuk Malaysia, duration yang kita catit, lagu tu dah habis 50 tahun. Adakah kita akan scout atau kita tetap kena bayar, sebab sana 70 tahun.

Qisthina: So, sana 70 tahun, ya.

Kimmy: Kalau dia masuk dekat Malaysia, adakah kita still kena bayar? Kalau kita bayar ikut dia punya 70 tahun, then ekonomi negara kita akan rugi. Sebab kita punya dah stop at 50. Dan bila kita stop at 50, adakah sebab Indonesia 70, adakah dia akan tetap bayar kita punya P. Ramlee? Jawapan tu masih tak dapat, setelah setahun. Baik MACP, baik daripada MyIPO.

Qisthina: So, kalau lagu-lagu yang, like for example US apa semua. So, dia orang pun 70 tahun kan? So, selama ni…

Kimmy: Ada 70, ada 90.

Qisthina: Wow!

Kimmy: Yes, dia ada certain, certain year. Ada lagu yang tahun sekian…

Qisthina: So, setakat ni, lagu-lagu yang daripada overseas, mestikan dah ada. So, adakah dia orang [inaudible – 7:11] Malaysia, so tak tahu. Macam, for example, kalau contoh 50 tahun kan, so kalau contoh dia orang kira kita punya tarikh, contoh, dia orang sana 70, tapi sana… Hai kak! Tiba-tiba kan. Datang sini, kita 50 sahaja. So, adakah lepas 50, kita boleh guna dia sesuka hati?

Kimmy: Saya tak tahu.

Qisthina: Yang itu masih unclear lah. Itu belum dijawab oleh mana-mana pihak.

Kimmy: Baik MyIPO, baik MACP. Dua-dua belum jawab. Dah setahun dah.

Qisthina: Dah setahun dah.

Kimmy: Dah habis dah, sampai P. Ramlee punya dah tamat dah, masih tak jawab.

Qisthina: Oh, okay, faham. Baik. Alright.

Qisthina: Okay, kita tengah bercakap pasal MACP dengan MyIPO kan? Oh, pasal jangka hayat lagu tu. Lima puluh, enam puluh, yang tak ada jawapan tu. Lepas tu okay, yang ni saya tahu sebab Miss pun pernah, kita pun pernah go through dulu, dekat MyIPO pun kena daftar lagu. So, untuk apa daftar lagu dekat MyIPO lepastu ada MACP. So, macam mana tu sebenarnya? So, saya dengar boleh juga kan daftar lagu, kita copyright kita dekat MyIPO.

Kimmy: MACP bukan badan pengesahan. MACP hanyalah Collection Management

Organisation, macam tu. Kita daftar untuk kita dapat royalty, atau dapat commitment income. Bila kita daftar dengan MACP tu tak bermaksud yang MACP tu mengesahkan lagu tu milik awak.

Qisthina: Oh, okay.

Kimmy: Until ada orang datang dan conflict kan lagu tu, maknanya ia kekal kepada awak lah. Manakala, MyIPO pula menyatakan bahawa dia membuka sesi pendaftaran seperti karya-karya copyright ni semua daftar untuk jaga hak kita lah. Supaya hak kita itu terjaga. Tapi kalau ada orang nak bawa conflict pergi ke court pun masih boleh.

Qisthina: So, apakah function nya?

Kimmy: Hanya MyIPO dapat menjawab.

Qisthina: Kerana MyIPO pun tak begitu menjawab soalan itu. Hari tu, because saya dah tanya. So, begitulah. There's another thing that yang saya interview dengan MyIPO lah. Dia menyatakan bahawa term yang dia pakai dalam industry dan term yang ada dalam Akta adalah beza. So, bagaimana tu? Setakat ni, saya just nak declaration lah. Yang setakat ni, dalam paper sahaja saya menggunakan Akta yang saya belajar dari industry dan through Miss Kimmy juga.

Kimmy: Pada tarikh hari ni, 15 haribulan Ogos, saya rasa sebaiknya awak interview sekali lagi kepada Syaufiq.

Qisthina: Terus terang dah, daripada Syaufiq, bukan MyIPO.

Kimmy: Kerana jawapan dia telah berubah.

Qisthina: Oh…

Kimmy: Untuk sesi kita pada semalam.

Qisthina: Wow, okay. Semalam jumpa MyIPO.

Kimmy: So, dia acknowledged bahawa, reproduction term tu memang wujud. Cuma nama-nama, cara pakaiannya sahaja. Yang itu, susah untuk user consume tapi dia acknowledged bahawa benda-benda ni wujud.

Qisthina: Term, term dia wujud tapi cuma tidak tertulis dalam Akta, begitu?

Kimmy: It is under Akta. Cuma Akta tu terlampau besar. So, dia umpama, ini adalah transportation. Dalam jenis de-transportation ada berapa pelbagai jenis bawah transportation. So, salah satu transportation nya adalah seperti kapal terbang, kapal laut, kapal selam, motosikal. So, ini adalah jenis-jenis dia. Jadi, semalam dia mengaku bahawa synchronisation tu memang ada dan dia duduk bawah reproduction, maknanya dia duduk bawah ni cuma cara pentejermahannya atau jenis aplikasinya itu saja, yang agak berbeza dan menyukarkan user. Dia tak kata dia tak setuju, tapi dia kata dia setuju cuma benda ni sukar pada user.

Qisthina: Okay, itu [inaudible – 3:35]. Okay, benda ni pula, sebab topik saya sendiri adalah musical work, copyright of musical work. Bila dia tanya saya apa musical work, saya mention lah, basically the main melody, [inaudible – 3:46] lirik, tapi dia kata dalam Akta, musical work is only the melody. Because lyrics is considered as literature. So, bagaimana pula dengan terms tu? Sebab saya punya paper, saya memang menyatakan…

Kimmy: Saya setuju.

Qisthina: So, memang hanya…

Kimmy: Sebab tu, bila saya buat kelas, dalam copyright ada pelbagai. Di muzik ada dua copyright yang kita ambil. Satu melody on music, satu lagi adalah literature untuk lirik. Tapi bila ia di combine, jadilah ia sebuah lagu.

Qisthina: Ia? So, apakah term yang sepatutnya yang sesuai untuk digunakan dalam research saya ni sebenarnya?

Kimmy: Kita pakai [world practice – 4:23] musical work. Musical work compromise of melody and also lyric.

Qisthina: Oh, so this is work from work practice lah kan? Okay, so, I'm going to stick with that.

Kimmy: Sebab ayat awak masa tu kalau awak tanya dia apa maksud composer, apa maksud composition, dia akan menjawab arranger pun ada dalam tu.

Qisthina: Ia betul. Dia ada jawba benda tu.

Kimmy: Yang lain dia akan jawab benda tu.

Qisthina: Uh-huh, ada dia cakap benda tu.

Kimmy: Sebenarnya itu, memaksudkan cara membuat benda tu adalah arrangement, ada arranger yang involved.

Qisthina: As in [inaudible – 4:56] nak menyiapkan untuk satu composition tu, bukannya soal arranger.

Kimmy: Arranger tu seorang composer.

Qisthina: Ah, betul, ya. Yang terms tu pun akan mengelirukan. Sebab dalam Akta dia ada tulis arranger.

Kimmy: Sebab dia punya pun salah baca.

Qisthina: Oh, okay, faham. Alright, clear on that. Pasal terms tu apa semua, pasal MACP pun hanya meng-collect performance rights. Kita bertukar posisi?

Kimmy: Sure.

Qisthina: Hmm, ada any MyIPO or MACP yang Miss nak input atau share lagi kepada

supaya songwriter future yang membaca tahu ke, mengenai dia orang? Especially, MACP lah.
Kimmy: Dia orang kena sedar bahawa MACP tu bukan badan pendaftaran penciptaan. Dia hanya badan collective management sahaja. Untuk collect kan income, revenue. Dan MACP ni perlu mandat daripada kita. Tanpa mandat kita dia tak boleh collect. Dan if, dan selalunya bila dah bagi MACP handle for you, dan kena faham bahawa hak yang MACP jaga hanya performing rights.
Qisthina: So, yang ni kita macam dah, dah macam luar, luar topik sikit lah. Sebab ini antara benda yang, sebab masa dulu interview Shathesh, dia banyak share, dia banyak cakap pasal activist punya activity yang dia buat dengan Miss apa semua. Target dia for the better future. Ya, actually, dia interview paling lama. Dia punya audio tiga jam. Sejam setengah, eh kejap, dua jam, siap break.
Kimmy: Semalam kan tiba-tiba Syaufiq punya ayat ialah, dia bersetuju ada synchronisation, ada [inaudible – 7:20] tu, ia di duduk bawah reproduction atau mechanical sebenarnya. Cuma untuk layman term, untuk user, tak faham dia tu. Tapi dia dah bersetuju. Waktu kita orang ada sesi, waktu kita orang dekat [KPDM – 7:35], waktu tu yang raya punya ada, dia masih belum bersetuju benda tu. So, semalam dia dah bersetuju. Mungkin sebab dia menang PRN, jadi setuju. Saya cakap dekat dia, saya rasa it's best untuk awak interview balik bahawa dia bersetuju yang sebenarnya benda tu ada, cuma [inaudible – 7:55] topik besar tu, ia duduk bawah benda tu. [inaudible – 8:00] specific synchronisation, bla, bla, bla, semua, semua. Sebab kalau di luar negara, memang ada specific. Di Malaysia belum ada. So, patutnya soalan awak pada dia ialah kajian di antara MyIPO, kajian MyIPO terhadap Akta yang sedia ada dengan compare dengan Indonesia dan Singapore lah, paling dekat. Sepertimana, Akta dia orang lebih jelas dan terperinci akan ada-ada benda ni semua. Bagaimana dengan Malaysia? Awak patut tanya soalan macam tu.
Qisthina: Hmm…
Kimmy: Okay sambung, dia punya tiga jam interview. Yang dia cakap, dia suka buat apa?
Qisthina: Activist, dia nak fight for the better music industry semua macam tu lah. Dia cakap apakah plan latest punya Miss Kimmy dengan dia sebenarnya? Oh, tak ada? Dia ada cakap pasal apa tah. Macam-macam dia cakap, pasal education lah, pasal music education for Malaysia lah, knowledge lah. Lepas tu dia kata ya, apa yang Miss Kimmy buat ni patut disebarkan lagi lah, macam tu. Ya, ya dia cakap macam tu. Ini apa yang

dia kata dekat I. Ni Shathesh.
Kimmy: Shathesh… Ingatkan cakap Syaufiq.
Qisthina: Bukan, Shathesh balik. Syaufiq tak. Syaufiq dia…
Kimmy: Saya ingat awak cakap Syaufiq yang selama tiga jam tu, saya macam huh? Oh, macam baru aku teruja.
Qisthina: Si Syaufiq, Ya Allah, dah masuk record. Encik Syaufiq, dia more to, ayat yang paling banyak dia guna adalah, "Miss Kimmy might disagree with me." Ya, dia banyak… Okay lah, saya nak cakap lah, Miss Kimmy might disagree with me, okay, point dia, benda ni dalam Akta. Ayat dia macam tu.
Kimmy: Semalam akhirnya dia mengaku adil, ada sebenarnya dalam Akta.
Kimmy: Okay?
Qisthina: Okay. Saya rasa…
Kimmy: So, Shathesh.
Qisthina: Shathesh, tu je kot. Kalau Miss tak ada input, tu je lah. So, basically point dia, dia nak kemukakan music education tu penting. It's not on the education copyright je, music itself. Maksudnya, music education in school, things like that yang dia cakap.
Kimmy: It should be started sebab music. Macam Awie kan, Awie buat belah autism semua benda ni, music helps. Music boleh membantu orang yang depressed untuk jadi better. Music boleh bantu budak-budak autism.
Qisthina: Music boleh orang depressed, autism semua.
Kimmy: Music ni bahasa language yang awak tak reti Bahasa Cina ke, bahasa apa ke, bahasa planet Pluto ke, tapi with music it goes to your soul. Sebab music ni boleh buat, music tu boleh bercakap on your behalf. So, music ni boleh jadi satu medium, umpama juga untuk communicate dengan orang. Selain daripada just a normal language. So, we need to take music seriously and make it as part of the, each country punya benda lah. Sebab for me, music juga, you are learning the country punya ethnicity, country punya benda. Jadi untuk mengenali seseorang tu you can use music sebenarnya. Apa yang aku merepek pun aku tak faham, tak lebih kurang macam tu lah.
Qisthina: Faham, faham. Saya faham, sebab saya pun orang music. Nampak? Orang normal pun faham.
Kimmy: Faham apa I cakap?
Qisthina: Betul.
Kimmy: Nasib baik Ketua Pengarah semalam, apakah Hindustan tanpa music? Apakah cerita Hindustan tanpa music?

Qisthina: Apakah reply nya?

Kimmy: Dia kata, oh tapi cerita Melayu tak ada music. Tuan silap, Tuan silap. Cuba Tuan tengok cerita Melayu buang music. Emosi tu meruntun tak? Ibu mati music belakang tak ada. Music ni bukan benda menyanyi je, music tu melody. Tu dia macam, “Oh, saya mendengar ya.” Macam tu, dia tengah move on nak coverline. Saya rasa dia sempat jumpa the late YB, sebab the late YB dia aka nada one-to-one session tau. Macam mana dia ada dengan saya, “Okay Kimmy, saya sejujurnya tak faham music ni. Bila awak explain pada saya, awak terangkan pada saya, pelbagai speaker fungsinya lain. Saya pickup daripada situ.” Dia pickup hari tu, jadi… Susah, saya sedih.

Qisthina: Apa situasi kita punya government dengan music industry kita?

Kimmy: Macam tu lah.

Qisthina: Macam tu macam mana tu? Adakah…

Kimmy: Saya berharap ada seorang lagi Menteri yang macam YB Salahuddin sebab dia seorang yang sangat mendengar dan, dia nak buat berubahan. Benda yang dia tak faham, dia duduk mendengar supaya dia boleh faham. Itulah dia, itu yang kita nak. Kalau dia faham, dia boleh cari jalan ada cara untuk kita proceed dari, kuatkan. Sebenarnya, music ni, selama ni dekat Malaysia ni, dia bukan satu benda cabar ekonomi yang penting buat Malaysia ni. Sebab tu it was never treated properly. Dan kerana tu music tidak pernah ada pillar atau rumah. Tapi FINAS lain, FINAS ada rumah. Dia ada perbadanan dia sendiri. So, bila music ni dicampak, sekejap dekat Belia, sekejap dekat tourism, sekarang dekat KPM yang, apa kena mengena 5G dengan music?

Qisthina: Okay.

Kimmy: Dia duduk sibuk 5G, 4G, 3G, apa kena mengena benda tu dengan music? Tak ada kena mengena.

Qisthina: Okay, itu saya tak faham.

Kimmy: Music sepatutnya duduk dekat tourism culture, atau academic. Kalau tanya saya, music patut duduk dekat tourism and culture. Sebab tourism culture ada satu pillar, arts.

Qisthina: Betul.

Kimmy: Saya lagi prefer music duduk dekat situ.

Qisthina: Tapi kita under komunikasi.

Kimmy: Tapi kita duduk dekat komunikasi. Mungkin dia nak kata music tu language, sebab dia duduk dekat communication.

Qisthina: Oh, okay.

Kimmy: Dulu tempat komunikasi tu adalah Kementerian Penerangan. Itu yang semalam saya asyik sebut, penerangan, penerangan. Aku silap lah. Tak move on lagi. Kementerian Penerangan, KPM. KPM lain.

Qisthina: Itu je kot saya rasa untuk session saya yang ni. Sebab banyak juga saya dapat dah ni. Kalau Miss tanya mengenai questionnaire saya, saya yang buat questionnaire juga, yang saya share tu kan. Dapat lah juga, half-half student, half orang industry.

Kimmy: So, kebanyakkannya tak tahu.

Qisthina: Kebanyakkannya memberi jawapan yang interesting. So, itu je lah. Saya habiskan di situ sahaja.

Kimmy: Interesting ni, tak tahu.

Qisthina: Tak tahu.

Interview Answers – Awi Rafael

Qisthina: Apa-apa abang lagi comfortable in English kan out of another one? Saya ada copy.

Awi Rafael: [inaudible – 0:23] Academy eh babe eh?

Qisthina: Yeah…

Awi Rafael: Okay tak babe, dia punya offer? How much they offer? Don't mind sharing with me?

Qisthina: Actually, dia orang memang kasi public je sebenarnya offer dia orang.

Awi Rafael: Okay, how much is it?

Qisthina: Offer for lepasan degree or below is three thousand.

Awi Rafael: Three thousand only, is it?

Qisthina: Tu kalau ikut dia orang punya hours teaching lah. Kalau buat lebih akan bonus.

Awi Rafael: Makes sense. Kalau ada extra sikit [inaudible – 0:46]

Qisthina: So, kalau for me…

Awi Rafael: Okay what. I think [inaudible – 0:51]. Tapi dia orang sign contract je kan?

Qisthina: Ya, it's three years.

Awi Rafael: Three years kena [inaudible – 0:58].

Qisthina: Betul. Okay, so…

Awi Rafael: Okay Bossku!

Anonymous: [inaudible – 1:04]. Insha Allah satu hari.

Qisthina: Ye.

Anonymous: Doa-doakan.

Qisthina: Alright, so, is it recording? Ya. Okay it's recording. Okay so kita move on terus lah dengan first question. Boleh abang perkenalkan, introduce yourself?

Awi Rafael: The phone is recording?

Qisthina: Yes. The phone is recording.

Awi Rafael: Okay. Hi guys, tengah melayan Ms. Qisthina. It's okay, please introduce yourself. Hi, my name is Awi Rafael, born in Singapore. I studied law and psychology. And um, I also have my own autism syllabus, named Music Spectrum. I was an artist of Warner Music for the past 14 years where I had won about 10 awards, and I had about a few songs hitting platinum. Nanti, I pass you CV I, okay?

Qisthina: Boleh.

Awi Rafael: At least ada tu semua kan?

Qisthina: Ya. So…

Awi Rafael: So, 14 years as a songwriter, maybe even more because dulu I dengan band, Bumi Band.

Qisthina: Aah…

Awi Rafael: Jumpa Bumi Band dulu pun dalam filem Rempit yang first punya tau.

Qisthina: Mmm…

Awi Rafael: Jadi awal-awal tu dulu I was in my teens, 19. I was always coming to KL.

Qisthina: Ah, I see.

Awi Rafael: So, as a songwriter tu lah.

Qisthina: So [inaudible – 2:43] lagi?

Awi Rafael: So, you, I had songs like Pulanglah, Bila Aku Jatuh Cinta, which hit platinum. And then, the songwriting, apa ni, experience, working with untuk Kalau Aku Kaya, Audi Mok. This one, I was watching all of them songs, you know. So, I also wrote a song for Dato' Siti Nurhaliza and she chose one of my songs for her album, Fragmen. And there's many more artists that I wrote for. So, my publishing is under TAJA Archive Publishing. My brother! Supporting local! Supporting Qisthina.

Qisthina: So…

Awi Rafael: I'm a member of MACP.

Qisthina: Yes.

Awi Rafael: And the other one that regulates and helps me protect and give my percentage rights lah, for all my songs that is published in Malaysia and outside. So, what do you know as a musical work rights as a songwriter? So that I own all my IPs, or if I have a contract deal, then what does the contract pertains lah, what does it explains kan. So, you see there is a lot of joint venture works. Sometimes if TV stations kan, where they want to [inaudible – 4:09]. So, there is a lot of different situations lah.

Qisthina: Such as ada, any examples ke, on the, those, yang ventures punya, maksudnya…

Awi Rafael: So, song writing lah. When I work with some OST, so the production company will also want to have percentage on the publishing and, also on the digital sync. So, it depends on the contract you see. Sometimes they don't, sometimes they do. So, it's good to understand what is yours and what is mine. So, have you decide on any other publisher? No, no, not that, not that actually. I was thinking about TAJA Archive, or Warner Music Chapel at that time. But I decided to give TAJA Archive a go because it was really like a local base company.

Qisthina: Hmm, so from [inaudible – 5:05] memang TAJA Archive is your first music publisher. Then?

Awi Rafael: So, from there I learnt a lot as well lah, about what's my rights. Ya, you guys, TAJA Archive publishing team gave me, you know, a good explanation. Kimmy was really helpful. Dia tolong banyak juga and she also has a good understanding about copyright.

Qisthina: Then, is there any like, case that occurred, that causing you to ask for anything? Is there a case yang occur during your life as a songwriter?

My publishing okay. Everything was quite stable. Sometimes they're months, times where you'd get a bit more, more income.

Qisthina: Oh…

Awi Rafael: So saya like, ah I remembered that, because that one it was something to do with a blanket license dengan Astro. And then, something like backdated punya collection kan. So, that was a nice surprise that me and the team had. My relationship with my publisher is a percentage based what? So, whatever that I make, they will also make, you see? So at least there were moments like that lah. So, have you face any issues regarding your music royalty? So far, okay. Music payment, okay lah.

Qisthina: Oh, okay.

Awi Rafael: I can see that, you know, as less if you have more songs out on the public and all, they have collection will be a bit strong lah. But if you're depending on your backlog, then you can see lah, it depends on your amount of promotion.

Qisthina: Amount of promotion. Like how much the songs being listened to people and all.

Awi Rafael: And then, what do you call it? Your core fans.

Qisthina: Core fans.

Awi Rafael: Your core fans that will keep listening to the song no matter what, you know. So, tha';s what I realised.

Qisthina: I see. But proceeding from it, is apart from TAJA Archive because you mentioned that they gave you proper reports and all, they gave you proper explanation and all. but did you face any case, any problems from the outside and which they helped you to solve it or anything like that?

Awi Rafael: So far, not mine. But I bawa untuk dia orang a few contacts. Macam Busan. I ada bawa a few my Indonesian friends. Al-Qaeda. I ada bawa Noh Salleh I ingat dulu dia ada tanya I, “Eh Awie, kau publishing dengan siapa eh?” Aku cakap, “Aku publishing dengan TAJA dengan Kimmy”, aku cakap. Then, dia cakap, “Bagus tak dia orang?” I cakap “Dia orang okay, so far okay.” Sebab local kan. And they are also taking care of me, Noh Salleh, Yuna. So, I think it’s a nice mix of songwriters.

Qisthina: Hmm so basically everything in your past with the SPA is just nice. Tak ada problem.

Awi Rafael: So far okay. I wish the collection will be more and more. But it is what it is.

Qisthina: Ya, I see. I believe it might be more better lah sebab after PKP apa semua kan. So [inaudible – 8:29] you can do better lah. Eh, we’re quite fast. We are already on the last question.

Awi Rafael: Terbaik, terbaik.

Qisthina: From your perspective, what is the benefit you can gain in coming [inaudible – 8:39] here in Malaysia?

Awi Rafael: Because there are a lot of projects here.

Qisthina: Projects.

Awi Rafael: So, first things first, you as a songwriter can have a healthy career.

Qisthina: Mm-hmm.

Awi Rafael: You see?

Qisthina: Mm-hmm.

Awi Rafael: So being in Malaysia is a good positioning lah, at least you can call yourself a songwriter. Because you can sustain doing that you see. If you have a lot of jobs online, you can survive. But if in Singapore right, untuk lagu-lagu Melayu lagi, it’s not too big a market.

Qisthina: Oh…

Awi Rafael: So being in Malaysia you have a big market. Indonesia lagilah, bigger market. So, you see it’s all about the scale. So as a songwriter you can expect lah like, the bigger the scale, the bigger the reach of your song. Tadi the Indonesia market tu is very good, big market. It’s a good market. That’s what I think and Malaysia is also very good. I know the day when we were all under Nusantara, you see.

Qisthina: Uh-huh.

Awi Rafael: We all in one com–, you know one whole archipelago. So, Insha Allah we can have our own macam K-Pop kan, kita punya N-Pop. It would be good for the song writers.

Qisthina: True.

Awi Rafael: Music in research, maksud apa you punya Masters? For publishing semua?

Qisthina: Dia basically, I'm doing a research, tak kesah apa. But as long as the context is a bit of music punya category, dalam kategori muzik. The topic is depends on the student. Ada lah yang buat students on studies course. Apa, ada juga yang buat research on psychology education for like, like what you do.

Awi Rafael: Autism, okay.

Qisthina: Autism kids and all. But for me because I realised that tak banyak research in Malaysia yang about the musical work, copywriting. So ya, so that's why I went with this.

Awi Rafael: That's a good niche.

Qisthina: That's why my research is of doing this. So do you–

Awi Rafael: Copywrite punya. Did you learn a lot under Kimmy?

Qisthina: Of course.

Awi Rafael: Dia ajar as a lot as well, right?

Qisthina: Ya. I'm with Ms. Kimmy a lot and then also, I went through with her buat Akta and all.

Awi Rafael: Ya.

Qisthina: So sometimes I did online reading and discuss with her and so on. I was like, "Oh is it like this?" and then that. Ya…

Awi Rafael: So now you're working in Singapore.

Qisthina: Oh, ya.

Awi Rafael: Way a go, man!

Qisthina: Insha Allah bulan sembilan ni.

Awi Rafael: Okay, good. Nanti sampai sana boleh cari abang punya studio.

Qisthina: Abang punya studio dekat Nusantara ada branch ke or another?

Awi Rafael: Ada. So tu Nusantara and my TMA, my Timbre Music Academy.

Qisthina: Timber?

Awi Rafael: Ya, T-I-M-B-R-E.

Qisthina: Oh, B-R-E, Timbre. Okay.

Awi Rafael: Timber Music Academy, dekat Ochard Central.

Qisthina: Oh, okay.

Awi Rafael: Ochard Central, level 10. So, it's a, one of the first music academy in Ochard. Ochard Central lagikan, inside a mall. So it's a nice space that I'm working at, all the children.

Awi Rafael: Ada lagi question dia? Dah settle?

Qisthina: Tak ada. Tapi macam if you like want to add anything on the copywrite matters ke, on the apa-apa you nak share ke?

Awi Rafael: I think that now as AI is coming.

Qisthina: Ya, AI.

Awi Rafael: So, one of the, I want to say one of the things that I'm looking forward to is on mostly doing a bit of research onto nil ah, IP copyright but using AI and blockchain integration.

Qisthina: Oh…

Awi Rafael: So that's the idea you see.

Qisthina: Using AI…

Awi Rafael: And blockchain integration.

Qisthina: Oh, okay. So, what is like the…

Awi Rafael: So, Endgame there an app you see. There's an app that can help all the songwriters just type-in when you wrote the song first. Alright and then, you want it be approved in the blockchain.

Qisthina: So, it's not like copy or something because sometimes kan people can search from the AI for the [inaudible – 13:47] is it? Or is it to prevent or to encourage?

Awi Rafael: You can do that as well. But you use the AI not for that. You use the AI to your database to make it fast. Jadi bila macam abang ada show kan I akan cakap dekat you.

Qisthina: Uh-huh.

Awi Rafael: So instead of you should just be here, it's just going to feel like an app, right?

Qisthina: Ya.

Awi Rafael: I perform dekat [inaudible – 14:06] kan, in the blockchain. Then you guys can see, okay he actually performed from here, singing this song at this time. That's all we're trying to do. Dia scan je

Qisthina: Dia storing the data, everyone can access it and nampak senang.

Awi Rafael: So, AI we going try first because it's really fast now. So stuff like that I think would be interesting. And kalau kita tengok Indonesia, dia orang pun tengah fighting a lot for new, apa ni, macam, copywrite punya laws you see. So, that's interesting to watch as well. Dekat Malaysia so far stable, tapi harap-harap benda yang kita dah belajar dulu kan macam, ye lah, all the conflicts that happened for the publishers and all that. And also the national kan, macam dulu kan ada apa tu? Yang kita panggil yang MACP punya and then there's another branch. There was another persatuan.

Qisthina: Oh, you mean like RPM, MRM semua tu eh?

Awi Rafael: Ya. All the confusion, right?

Qisthina: Ya.

Awi Rafael: I think as long as it doesn't affect from the songwriters they should be [inaudible – 15:14], they should be careful lah. Yup.

Qisthina: Masalahnya, abang never had conflict from before or ada. Pernah ada?

Awi Rafael: So, far I punya okay, very clear. Because it's either usually it's either me who wrote it and then sometimes I would share with somebody else depends on which–. But everything has been decided during the percentage round, boleh dikatakan discuss dah ni, dah.

Qisthina: So, and usually memang abang yang hantar and it's like publisher yang submit kan. So, tak pernah ada problem like someone submit your form and dia –.

Awi Rafael: So far Alhamdulillah, tak ada. So far belum ada yang discount. Because another thing for me it was sometimes I lupa nak update kan sebab banyak lagu kan.

Qisthina: Faham.

Awi Rafael: So itu saja lah. So far okay lah. Thanks, man!

Qisthina: Thank you, abang!

Awi Rafael: You have your drink already? Tak minum?

Qisthina: Tak minum lagi.

Awi Rafael: Nak makan? Tak nak makan?

Qisthina: Saya okay kot, tak apa. Abang betul tak nak makan?

Awi Rafael: Okay, tak apa abang tak makan. I hope everything is good for you.

Qisthina: Ya…

Awi Rafael: Thank you so much.

Qisthina: Thank you so much, abang.

Awi Rafael: Anything overall, I gonna help you I'll help you, okay?

Qisthina: And really, when I go to Singapore, I think I'm going to contact you. You have your Nusantara studio dekat sana?

Awi Rafael: Uh-huh.

Qisthina: Oh, that's cool

Awi Rafael: Tiba music [inaudible – 16:31] lah.

Qisthina: Abang, okay, tiba-tiba kena tanya eh. Abang usually when you produce people's songs, how is the deal? Do you charge people or do you take, apa, master recording punya rights lah, tapi you're the one produce.

Awi Rafael: Sometimes, macam dia orang yang buat projek, I work banyak dengan OST macam TV. So, they will call me and they will be like, "Okay, I nak OST." Ini hari ni kan tengah buat recording semua, it's for TV–, eh, RTM punya OST. So I'm doing that first. So, I got all these kinds of jobs you see. That is the– I charge dengan dia orang lah, I ada charge 15K lah usually.

Qisthina: Oh, faham.

Awi Rafael: Dengan lagu, dengan produce.

Qisthina: You said 15K, for one song or for the whole project?

Awi Rafael: For the whole project lah. Jadi I help to, social media.

Qisthina: Oh, you refer market?

Awi Rafael: Ya.

Qisthina: Wow.

Awi Rafael: I help to do the producing of the song. Music video, they would usually do a joint venture because to it's a bigger cost. Usually, they would do it. Itu ah. So, so far okay. Rasa nak buat check juga dengan Kimmy juga one of these days

Qisthina: Huh?

Awi Rafael: Talk about [inaudible – 17:53] punya account kan, see how it is. So far you ada apa-apa account dengan dia orang? Do you write songs as well?

Qisthina: Ya, I do write songs and I do have a few demos and all. But this June I'm going to keluar keluarkan satu lagu yang I just simply produce with my friend and then, ya.

Awi Rafael: Suruh lah TAJA buatkan.

Qisthina: Oh, harga dekat TAJA mahal.

Awi Rafael: Ceh, apa. Leo, Leo, Leo.

Qisthina: Leo! Leo tak ada dah. Leo dah tak ada dah sekarang. Sekarang Haziq, Haziq Azhar. Ya, it's okay juga. Dia lah produce my song. Abang TAJA usually when I asked him to produce my song, dia akan buat sendiri. Dia kata "Qisthina, awak boleh buat." For me it's not that I cannot do it, it's my time. Because I have my research and all. So, ya… My account with them is saya seorang intern under TAJA juga lah.

Awi Rafael: Understand, okay dik.

Interview Answers – Adi Priyo

Qisthina: Can you please introduce yourself? For example, your birthplace and educational background.

Adi Priyo: Okay, nama saya Adi, Adi Priyo Sambodo. Ahh…sebagai apa eh? Producer? Producer, arranger, vocalist dan juga penyanyi. Vocalist penyanyi lah, penyanyi 6ixthsense, dan juga producer untuk beberapa buah lagu dari artist-artist lain juga. Saya kalau Indonesia, dari Indonesia, maybe latar belakang dia kalo orang sini mungkin saya tak tahu lah SMR, SMR apa? Sekolah Menengah Atas, yang paling last, itulah. So saya, memang takde, takde basic muzik langsung, jadi semua auto tidak jadi, memang belajar sendiri semua muzik, dan saya berasal dari Jember, Jawa timur, Indonesia. Dan saya membesar di *Padi* Jember, dan baru memasuki Malaysia tahun 2005, mengikuti audisi, audition untuk 6ixthsense.

Qisthina: How long have you been in the Malaysian music industry as a songwriter? May you also share your achievement as a songwriter?

Adi Priyo: Okay, kalau sebagai pencipta lagu sebenarnya start dari, hurm…dari 2005 tu saya datang Malaysia sebagai 6ixthsense dan kebetulan ada waktu pembuatan album tu sebenarnya semua lagu dah jadi, tapi kebetulan satu lagu saya dimasukkan dalam album tu dan dari start situlah saya dikenal, bukan dikenallah, di-cam sebagai … (disturb by waiter at the store) … start situlah saya dikira sebagai songwriter yang kira dah jual, keluar dia punya karya. Percapaian saya sebenarnya tak berapa, tak berapa banyak lah, tapi yang bagi saya personal pencapaian saya adalah membuat lagu yang disukai ramai. Itu lah personal lah, kalau pencapaian yang, kira kira orang, bukan orang nampak, kira orang appreciate benda tu, kira saya pernah menang AJL (Anugerah Juara Lagu), pernah dapat beberapa anugerah dan salah satunya adalah lagu-lagu saya dinyanyikan oleh artis-artis ternama tanah air. Antaranya Dato' Siti, Hazama, Datin Alia dan banyak lagi. Lagu Dato' Siti Nurhaliza dengan Hafiz Suip tajuk dia "Muara Hati", pastu lagu Hazama "Ku Relakan Jiwa", lepastu ada lagu Dayang "Lelaki Teragung", lepastu ada lagu 6ithsense dan sebenarnya ada banyak lagi tapi saya tak berapa ingat, ada Siti Nordiana tapi saya tak ingat apa tajuk dia. Ada Khai Bahar, ada macam-macam. Yang paling latest saya buat untuk artis baru, nama dia band, band Haruka, ada band saya juga yg Venus tu, tapi muzik tu saya contribute sebagai arranger dan producer. Dan juga ada ada ada certain yang lagu itu dah ada melody tapi saya macam tambah sikit.

Qisthina: Are you a member of the MACP, and what do you know regarding this licensee body?

Adi Priyo: Yup, saya member MACP, saya member MACP start tahun tak ingat, saya rasa tahun 2007 ker 2008 sebab saya, sebab waktu itu MACP dia punya rules die cara die waktu itu boleh jadi ahli kalau dah ada 5 lagu. Jadi waktu saya 2006 tu sampai 2007 baru satu lagu, 2007 tu start saya ah.. 6ixthsense keluar second album baru kat situ kebanyakkan dari album kedua tu lagu saya. Jadi start situ lah boleh, boleh daftar MACP. Saya rasa 2007 ke 2008 lah macam tu, tak ingat lah. MACP saya tahu, dia satu badan yang menjaga kebajikan dan mengcollect, mengcollect royalty untuk para, untuk composer dan…composer kira untuk composer yang berada di tanah air, itu yang saya tahu. Dan menjaga hak-hak composer dan lyricist.

Qisthina: What do you know about your musical work rights as a songwriter in Malaysia?

Adi Priyo: Okay, ahhh yang saya tahu ahh hak saya sebagai composer dan lyricist, saya mendapat hak daripada lagu-lagu yang saya buat yang dikeluarkan dan dimainkan di hayalak, khalayak ramai, sama ada di karaoke, di Mall dan di mana-mana. Saya mendapatkan bayaran dari situ, dan itulah adalah salah satu kerja MACP yang menjaga hak-hak itu. Dan hak itu terjaga sampai, untuk sekarang ni sampai kite meninggal dan selepas kita meninggal itu ada 50 tahun tak silap sekarang dah, tapi saya tak tahu sekarang ni dah 50 ker dah 75 tahun, sebab latest ni kata daripada permohonan anak P. Ramlee itu kan, dia nak 75 tahun kan. Selepas itu baru dia jadi milik khayalak ramai. Belum lagi, belum lagi, sebab di Indonesia sudah 75 tahun. Itulah yang saya tahu.

Qisthina: Have you signed with any other music publisher before Taja Archive Sdn. Bhd.? Please share your experiences while signing under them.

Adi Priyo: Sebelum ini, ada beberapa. Sebab saya awal datang Malaysia. Saya disunting oleh Rumpun Record, Rumpun Record dan dia yang menjaga hak-hak lagu-lagu saya waktu itu. Dia ada hal publishing lah yang di di-sub kepada Universal. Selepas dari, saya pernah juga di NAR Record, NAR Publishing, dan juga Nova publishing. Nova juga pernah dan terakhir dekat ni lah, Taja Archive.

Qisthina: Did your previous or current publisher give you a full explanation about your musical work rights?

Adi Priyo: Okay, untuk awal-awal dulu memang takde, langsung, memang takde langsung. Saya pun tak tahu kenapa diorang tak bagi education itu, antara sama ada diorang tak tahu juga dan sama ada ada something yang di-hidden disembunyikan.

Ah..yang lama. Yang Taja Archive ni Alhamdulillah, semua memang transparent jadi semua boleh macam mana eh, kira macam setiap apa yang hak yang kita patut dapat dia akan explain. Dia akan bagitau, korang..korang..kau ada pendapatan di sini, di sini dan di sini. Nanti diorang bagitahu, dari situ kita, dari situ saya start tahu dan bahawa banyak benda yang saya sepatutnya dapat tapi tak dapat dekat publisi yang lama.

Qisthina: Have you ever faced any issues regarding your music royalty payment statement or report?

Adi Priyo: Ya.., kalau untuk dari MACP sendiri sebenarnya takde. Tapi yang, yang, yang saya tidak tahu sebelum itu, sebelum sebelum saya dengan Taja Archive, ahh…. ada certain isu yang sepatutnya dibayar kepada composer, yang menglalui publisi, dan tidak dibayarkan. Tak tahu sama ada diorang itu tahu ataupun sama ada diorang tak tahu benda itu kena dibayarkan ke komposer. Mungkin ahh… problem dia adalah kebanyakkan, bukan kebanyakkan lah, memang kebanyakkan lah hampir semua komposer sepatutnya harus tahu benda itu. Edukasi ini kena kena tahu. Nak kena tahu macam mana, apa hak kita yang sepatutnya kita dapat, dan dari mana semua sumber-sumber itu yang patutnya memang pergi kat kita. Dan memang itu kena, memang kena tahu. Dan kena tahu juga, kena tahu dan kena mencari publishing yang tepat dan sesuai.

Qisthina: May I know a bit in depth regarding the cases that have face before regarding the copyright of your musical work?

Adi Priyo: Sebenarnya kes tu bermula daripada lagu saya yang di ter-claim. Dia tak tahu antara ter-claim sebab kan macam ni, jadi lagu itu saya ada bagi dekat ahh.. Dato’ Siti, dekat yer lah production Dato’ Siti, dan lagu itu dimasukkan dalam satu drama. Dan kebetulan Dato’ Siti memang under Universal. Dan lagu itu di-distribusikan ke Universal. So mungkin diorang ingat setiap apa yang di-distribution sana, masuk dekat publishing. Itu punya salah, disekalikan. Padahal, tak ada benda itu. Yang saya tahu Label dan publishing die lain. Dia lain, bukan satu department yang sama. Kira macam, ni Label, ni publishing, dia office yang lain. Dan benda ini, tak ada kena mengena sebenarnya, walaupun nama dia sama, Universal publishing tapi benda itu takda sama. Jadi dari situ mungkin, ahh.. problem masalah dia dari situ, sebabkan lagu itu distribusi dekat Universal, also diorang publishing ingat dia bagi dekat ini. Dan kebetulan waktu itu saya, lagu itu saya tak masukkan publishing mana-mana. Jadi seratus 100 percent saya collect sendiri. Sebabkan waktu itu saya takda, masih…, sebelum..macam mana eh.., bukan tak percaya kira macam “daripada aku bagi publishing lain, publishing ini nanti tak buat kerja dapat duit juga, baik aku buat aku ambik manage sendiri jer, tak payah dapat duit sama, aku dapat 100 percent”. Bukan, yang ini lagu ini jer saya, saya tak tak masukkan, memang saya oh 100 percent saya ambik. Dari start situ saya, saya bagitau ahh… saya tahu yang lagu ini ter-claim dari Universal. Dari situlah saya, saya, kes ini berlangsung. Saya bagitahu dekat Universal, dan bagitahu yang sebenarnya lagu ini bukan under Universal, ini under saya sendiri. “Oh, kitorang takt ahu”, diorang pula macam tu. Diorang kena bagitahu, saya punya publishing yang Kantjil, Rumpun Record tu. Sebab dia sub dengan ni, saya bagitahu dekat Rumpun juga, dan die cakap “Eh, kitorang tak claim”, so benda tu jadi complicated, “siapa yang salah ni?”. “So, okay, kalau macam itu, korang ahh.. withdraw lah benda tu”, kira macam janganlah claim lagi kan. Pastu ada satu time tu, kita dah jumpa bertiga, ada satu perkataan dia yang agak menyakitkan bagi saya, dia minta “boleh tak tahun ini saya claim dulu, tahun depan saya bagi balik”, Hahaha.. dia terkantoi, kantoi ambik, tapi eh bagi jer lah kan. Dia cakap “Eh aku ambik lagi, besok baru aku bagi balik, boleh tak?”. Jammed sekejap, ahh.. ah ambik tapi nak salah mencuri ni tapi nak minta, nak minta permission mencuri lagi. Itu jammed sekejap, dari start situ lah saya, benda ni jadi kes ini. Waktu itu belum, ah.. belum dengan Kimmy, ah waktu tu, baru-baru, baru-baru dengan Kimmy, lepastu start dengan ni lah, dengan Taja Archive. Dari start situ saya bagitahu Kimmy “okay, tolong ini”, dan diorang menolong saya untuk mendapatkan royalty itu lah.

Qisthina: You find out through MACP right?

Adi Priyo: Haah, yang itu pun, tak tahu nak cakap macam mana, MACP ada membantu tapi ada certain yang agak kurang sikit. Saya terasa “eh sepatutnya korang ahh.. menjaga hak komposer, bukan badan yang komposer ni sub untuk dipekerjakan”, dia jadi macam, kita boss, kita pekerjakan orang, ah… ini ah… macam mana eh.. ni kira macam, okay ini kira badan, MACP ni badan, saya percayakan karya saya kat MACP, tapi untuk mnguruskan ini, saya suruh publisi ini, sekiranya, tapi dia tidak menjaga hak saya, dia hak dia jaga yang orang saya suruh uruskan. Jadi saya macam, “eh ini menjaga hak, ah.. hak komposer ker menjaga hak publishing”, itu yang pelik. Tapi mungkin ada, ada masalah sebelum itu, mungkin, mungkin lah saya pun tak tahu, mungkin takut saya ni un-glamour, kira macam, ah.. buat-buat claim. Jadi takut benda itu sebab diorang lebih percaya dekat publishing dari komposer. Sebab banyak-banyak hmmm…sebab dia banyak-banyak ni takut nanti orang lain claim, ni claim, tapi benda tu memang takda sign agreement, takda an agreement, jadi sepatutnya dia jaga saya untuk “oh, bagi jer lah balik”, ini tak, ni macam ah.. stuck, dari situ dan makan masa waktu sejak lama juga, dua tiga tahun juga. Dua tiga tahun juga, dan benda itu pun tak solve habis semua sebenarnya. Jadi banyak benda yang diorang claim selama berapa tahun itu yang memang lagu itu tengah aktif, tengah aktif dan saya tak tahu benda itu. Sebab saya ingat saya dapat 100 percent, okay lah, rupanya diorang dah memang separuh tu dekat diorang, dah.. so kita kena "korang kena bagi balik lah duit kan". Jadi benda itu je lah, itu lah problem dia. Problem dia, satu lagi problem yang apa nama dia, ah.. komposer-komposer ni selalu hadapi, publishing akan bagi advance di depan. Benda itu akan menjadi ikatan buat kita. So dia akan bagitau "eh korang punya hutang belum habis lagi", ahh… macam itu. Tapi paper ada yang takda, ada yang ada. Ada yang okay. Sebab saya pernah pengalaman dengan Nova tu, memang dia bagi advance awal-awal, tapi ahh.. tahun pertama saya dapat sub.. ini untuk untuk sub-publishing, bukan sebagai.. ah Nova, ini sebagai, saya sebagai sub-publishing, jadi apa yang saya nak advance tu, saya minta dia terus deduct tahun pertama yang dia dapat tu. So senang, saya takda hutang, selepas dua tahun, baru saya keluar dari.. sebab saya tahu saya tak berapa ahh.. sebab mungkin apa eh.. kalau dengan Taja Archive ni sebab personal tu kira macam dia ah… kenal.. sama kenal.. kalau Nova tu, dia ada gap yang kalau kita ini nanti dia rasa macam ah.. insecure. Ah.. jadi ah.. baik saya takpalah, saya withdraw balik saya masukkan semua dekat Taja Archive.

Qisthina: Which song did you park under Nova previously?

Adi Priyo: Ah.. ada beberapa lagu, ada lagu 6ixthsense, tapi, ada berapa lagu eh time tu eh? Ada sepuluh lagu ker sebelas lagu yang masukkan. Saya saje try, nak try, nak try saya nak tahu mana publisher yang saya rasa memang betul-betul secure buat saya. Memang menjaga, sebab kita, kita sebagai komposer membayar, jadi kita membagi gaji juga sebab separuh apa yang kita dapat kita bagi dekat publishing. Jadi kalau kita bagi kau duit, tak buat kerja, baik aku tak payah bagi kau ni kan, baik aku ambik 100 percent tu walau tak dapat benda yang lain-lain, tapi at least aku tak, duit aku tak kurang 50 percent.

Qisthina: The 50% means all your old publisher take that share?

Adi Priyo: Sama, semua standard, standard publishing dia ada dari komposer 25, lyricist 25, dia punya portion jadi macam tu. 25 tu kira percentage dia, dia 100, ni dari lagu 100 kan, ni jarab jadi dua, komposer, ni lirik, ni jadi 50, 50, ni jadi publishing ini komposer dapat 25, ni 25. Publishing, publishing, ini 25, 25. Macam tu, semua standard. Tu saya sampai, ahh dia ikut deal kita lah.

Qisthina: Then how about with Taja Archive?

Adi Priyo: Saya sebab sub, sub tu kira macam still sama, 25 25 25, cuma yang macam ni, yang dari 25 ni, ni publishing abang adi, ini.. ini kira 25 ni jadi 100 lagi, abang adi 60, eh 60 ker 70, 60 ker 70 ah.. Taja archive 40. 40 percent, ini percentage, ni sebab sub. So yang dapat ini still abang adi dapat lagi. Kira macam tu.

Qisthina: You mentioned Kantjil and Rumpun, which company is the previous name of the company?

Adi Priyo: Rumpun dulu, Rumpun tu awal sebelum Kantjil tu. Sebabkan dia… sama.. owner yang sama. Mungkin, tak tahu sebab apa saya pun tak sure.

Qisthina: Still active company now?

Adi Priyo: Katanya tak wujud. Sebabkan dia SSM, SSM tak hidup.

Qisthina: After reached out to MACP, the other parties and Miss Kimmy, how did you get a lawyer involve in this case?

Adi Priyo: Sebabkan ah.. mungkin itu salah satu benda yang memang sepatutnya dibuat. Jadi by law, by yang hukum, hukum yang.. hukum yang macam mana.. hukum yang betul lah. Sebab kalau tak macam tu, kalau by verbal macam ni, diorang akan ah.. macam "kau tak serious ni, kau takde, takde kekuatan". Jadi kalau ada law macam tu kan, at least ada kekuatan hukum yang memang ada undang-undang dia. Yang saya sendiri pun takt ahu, memang kita pun tak buat-buat tang ni kan. Jadi, dari situ mungkin, okay lah, dari situ lah saya, saya yakin dengan Taja Archive tu untuk, untuk jaga karya saya.

Qisthina: So, what is the end process to get the royalties money back?

Adi Priyo: Ah.. ni.. tak dapat fully, baru dapat berapa eh? Belum fully, dia.. saya pun tak sure, sebab zaman, zaman tu, zaman lagu tu tengah naik, ah.. masih ada, tak tahu lah masih ada lagi ke tak sebab dulu, zaman.. tahun 2000 berapa eh? Dia drama setiap kita main drama, satu lagu tu, dibayar rm 800, satu episode. Sebab saya pernah ada satu lagu yang Aiman Hakim nyanyi, dia satu episode rm 800 ker? Dia ada dalam 14 episod. Dapat 14 kali 8 lah. Dan kebetulan lagu 'Muara Hati' tu, ada drama, di main kat Astro, dalam Astro, ada 113 episod tau. (Laughing). Seratus tiga, seratus, seratus lebih episode lah. Saya tak sure – time tu masih ada lagi yang portion tu tak – dan benda tu yang saya tahu, hanya publishing boleh dapat benda tu then baru boleh bagi dekat composer. Jadi benda tu dia nak bagi dan sebab itulah saya fight benda tu.

Qisthina: So benda tu, yang episode tu, sudah di-claim oleh Universal la before this?

Adi Priyo: Takutnya macam tu. Sebab dia tak bagitahu saya yang dia claim, masuk publishing dia.

Qisthina: Dan dia orang tak bagi apa-apa statement apa yang dah collect?

Adi Priyo: Tak ada. So dari start situ lah Taja Archive mintak daripada P1-P2 apa benda tu "mana yang kau orang dah collect ni? Bagi balik lah." Bukan kita nak minta duit lebih dari dia orang, just nak balik apa yang hak composer. Sebab tiada extra fee atau bunga pun. Lawyer pun kita bayar. Dan itu pun sampai sekarang tak tahu macam mana nak –

Qisthina: So last – unfortunately lah sebut berapa total yang….

Adi Priyo: Saya pun tak sure. Yang baru dapat tu baru RM80,000. 3 tahun lepas ka, 4 tahun lepas?

Qisthina: Dalam 2019?

Adi Priyo: Ha ah. Ini pun sekarang tengah problem – dari pihak Kancil tu, [inaudible – 24:43] memang nak suruh dia jaga, tapi saya tak nak dia jaga under subpublished dekat Universal, sebabkan saya dah pernah ada benda ni, dan still ada perkataan yang sama daripada dia yang membuat saya jadikan benda ni kes. "Boleh tak tahun ini kita orang claim dulu, tahun depan baru…" Saya pun tidak tahu kenapa jadi macam tu, kenapa dia orang macam tu.

Qisthina: Dia ibarat nak buat advance, pinjaman dengan abang.

Adi Priyo: Tak tahu la. Dan itu sebenarnya untuk saya personal tidak apa-apa pun, kalau dengan Taja Archive ada benda-benda yang senang buat kerja. Jadi macam ada show yang kita memang – kan 6ixthsense tak banyak show? Jadi Kim nak kita orang daftar lagu-lagu yang kita dah naik, lagi senang. Kalau dia orang rayu lagi, memang tak tahu. Bukan tak tahu, dah memang dia orang mungkin macam buat-buat tak tahu.

Qisthina: Tau tau, daftar tak daftar je.

Adi Priyo: Mmhmm. Dan bagi saya, dia salah satu orang publishing yang tau. Kalau kau tak tahu, aku tak payah. Dan kalau kau tahu, aku pun tak payah jugak lah [laughing].

Qisthina: Basically dia orang akan mengelak songwriter la?

Adi Priyo: Bahaya sikit. Walaupun nampak dia macam publisher besar, tapi sebenarnya berbahaya.

Qisthina: Tadi even yang kes ni involve 4 lagu je sebenarnya kan?

Adi Priyo: Empat lagu pertama, yes. Yang awalnya dari situ sebenarnya, tapi sebabkan ada sakit hati tu. Macam nak withdraw semua. Tapi sebabkan saya dari personal semua nya, "ah tak apalah." Sebab itu juga kerja dia, maksudnya lebih payah boss saya tu yang Rumpun Records tu untuk menaikkan lagu itu. Jadi itu mungkin, bagi saya, untuk reward untuk dia jugak. Jadi kita sama-sama reward, separuh-separuh.

Qisthina: Jadi lagu-lagu yang lama-lama yang dekat bawah Kancil tu ? Abang biarkan

– ah faham. Jadi empat lagu tu je yang abang bawak untuk fight? Ha faham.

Adi Priyo: Tapi sekarang ini, saya juga tengah fight untuk dia sub-kan dekat Taja Archive. So senang saya nak control dan nampak semua. Sebab kalau Universal, report pun susah.

Qisthina: Ada abang ada nak share apa-apa lagi ke pasal kes ni?

Adi Priyo: Bagi saya, komposer-komposer tu kena tau education la. Education untuk hal ini, jangan malu bertanya. Sebab kita sebagai musician, dia akan berfikir “ah tak apalah. Janji dia keluar.” Nanti baru start ada duit, dia akan “Eh ada duit rupanya”. Baru nak sedar. Sebabnya kalau nak buat lagu, kena ada education jugak daripada hal macam ini. Sebab bahaya – banyak kes yang saya rasa, secara tak langsung, kebanyakkan composer baru. Contoh macam lagu yang masuk Indonesia tu, Aishah?

Qisthina: Projektor Band?

Adi Priyo: Ha tapi dia punya publishing tak fight. Tu Universal jugak. Publisher lain, sub-kan dekat Universal. Dia tak terjaga. Tapi sekarang dah masuk Taja Archive, tapi susah juga sebab dia memang dah…

Qisthina: Ha sebab masih ada kes yang still berlarut kan? Faham. Oh soalan last. Dari perspektif peribadi abang, faedah yang boleh perolehi apabila [inaudible - 29:19] seorang pencipta lagu di Malaysia.

Adi Priyo: Sini, jadi pencipta lagu di Malaysia ni saya rasa lagi ok daripada negara saya, untuk saat ini, sebab mungkin dia masih terjaga lagi dengan adanya MACP tu. Dan walaupun tak sampai 100% hak terjaga, bagi saya, mungkin 60% [terjaga], dan 40% masih ada benda yang dia macam tak terjaga sangat. Macam sekarang, di Indonesia, kalau ada concert even organizer tu tak bayar. Di Malaysia, kalau ada show, kena bayar MACP. Di Indonesia, macam MACP ada, tapi ni masih susah nak control sebab terlalu besar, dan hak-hak untuk composer tu dia orang tengah fight sekarang. Yang Madani tu tengah fight betul-betul, so dekat sini masih Alhamdulillah la.

Qisthina: Means dekat sana baru nak start la?

Adi Priyo: Sebenarnya dah start lama, tapi pendapatan sana – composer sana macam sebesar [inaudible - 31:10]. Mungkin dapatan dia berapa juta je, kira macam 3000 – 4000. Indonesia dia besar, tapi susah nak jaga, so faham tak? Sebabkan benda ni “eh kenapa awak kena bayar?” Benda ni tak ada education yang daripada masyarakat juga yang memang “Ah kau buat lagu, buat lagu je la. Tapi aku tak perlu bayar kau la, aku nyanyi je la”. Kalau sini, at least, orang memang dah samakan semua satu negara, yang kalau ada apa-apa ni, kau kena bayar hak cipta ni. Dia ada tahun – benda tu. Dekat sana, ada yang bayar, ada yang tak. Patutnya kalau lagi besar, lagi banyak kan? Education dia tu tak ada. Kurang bermasyarakat.

Qisthina: Kalau Malaysia lagu masuk Indonesia lagi mahsyuk!

Adi Priyo: Eh tak jugak. Tak control, susah. Mungkin kecuali macam main dekat drama ni, kita boleh mintak. Itu memang clear, tapi sayang yang show. Sebab kebanyakkan pendapatan composer dari duit show tu. Sebab dari show, ada potong 2% eh dari tiket penjual, dari kapasitas yang dia orang jual tiket tu kan. Tu sebab, kalau kita show, kita akan list lagu, lagu apa yang kita main, so kita akan claim dekat MACP. Sebab dia orang memang dah bayar dekat MACP. Memang agak susah benda tu sebab nak bayar something, memang agak susah lah.

Qisthina: Dekat sana pun ada banyak arts punya kan? Ada performance gallery, tak masuk lagi traditional music, apa popular music.

Adi Priyo: Banyak composer dekat sana tak terjaga macam sini.

Qisthina:

Ok nak tanya soalan lebih sikit. Abang pernah dengar MyIPO tak? Abang tahu tak MyIPO apa semua?

Adi Priyo: Yang saya tahu, dia just bagi lesen untuk badan-badan ini untuk buat collection untuk berjalan. Itu je yang tahu.

Qisthina: Abang nak tambah apa-apa?

Adi Priyo: Mungkin untuk education composer-composer kan yang terlalu ambil lewa dan try cari pengetahuan macam mana biar hak kita terjaga, dan juga hati-hati. Sekarang ni kan media sosial banyak? Jadi kadang-kadang kita suka main letak sahaja lagu, hati-hati. Lepas tu, kalau kita ada lagu, jangan suka-suka keluarkan tanpa ada ini dijaga dengan betul. Sebab nanti kalau lagu tu top, orang dah ambil dulu, kesian dia. Itu je la.

Qisthina: Dengan itu kita akhirkan interview. Terima kasih Abang Adi.

Interview Answers – Adeep Nahar

1. Can you please introduce yourself? For example, your birthplace and educational background.

Nama Adeep Nahar, Lahir di Singapura pada tahun 1978, Pendidikan GCE 'O' Levels

2. How long have you been in the Malaysian music industry as a songwriter? May you also share your achievement as a songwriter?

Saya sudah 20 tahun berada di dalam industry muzik Malaysia sebagai penyanyi dan pencipta. Pencapaian mendapat lagu terbaik AIM iaitu lagu Nuraniza Idris. Lagu yang bertajuk ENJUT.

3. Are you a member of the MACP, and what do you know regarding this licensee body?

Ya, saya seorang ahli MACP. MACP ini adalah sebuah badan yang menjaga hak-hak milik penulis lagu, pencipta lagu dan pengubah lagu dan karya-karya kami.

4. What do you know about your musical work rights as a songwriter in Malaysia?

Hak kami dijaga oleh badan MACP supaya karya kami tidak dicuri oleh mana-mana pihak, disalahgunakan, tanpa keizinan kami dan andai ada penipuan dalam segi pembahagian di dalam sebuah lagu yang dicipta.

5. Have you signed with any other music publisher before Taja Archive Sdn. Bhd.? Please share your experiences while signing under them.

Ya, saya dahulu di bawah naungan syarikat Luncai Emas Sdn Bhd.

6. Did your previous or current publisher give you a full explanation about your musical work rights?

Ada, tapi sebaik-baiknya kita sendiri harus pergi ke MACP untuk mendapatkan jawapan, bimbingan dan keterangan yang lebih jelas dari mereka sendiri.

7. Have you ever faced any issues regarding your music royalty payment statement or report?

Pernah dan ia sesuatu yang diluar jangkaan

8. From your perspective, what is the benefit you can gain in becoming a songwriter here in Malaysia?

Kami mendapat sesuatu yang sector pekerja lain-lain panggil bonus.. atau lebih sedap lagi kalau kami menggagap ia sebagai satu investment atau pulangan yang kami dapat setiap tahun.. yalah kadang-kadang dah nak hujung-hujung tahun mesti ada masalah ekonomi dalam segi kewangan, dan dengan ada-nya MACP ia dapat membantu kami dalam saat-saat kami memerlukan, dia macam savings kami lah.. itu yang bagus tentang ini..banyak sangat-sangat membantu..

Interview Answers – Shathesh

Qisthina: So saya bagi baca soalan yang apa, English lah. Ke nak baca yang BM? Ada yang BM kan?

Shathesh: Eh, tak, tak.

Qisthina: Ada ada, kat bawah ada. Boleh je abang baca guna phone abang je. So saya boleh terus ikut. Okay, start dengan abang memperkenal diri dulu dengan background abang.

Shathesh: Okay. Nama saya Shathesh Raj Ramachandran. Nama pena saya, Tin Ta. Kalau dulu sebelum Tin Ta tu saya guna nama Cash RS. Saya berasal dari Johor. Saya lahir besar di Johor. Saya belajar di Maktab Sultan Abu Bakar, juga dikenali sebagai English College.

Qisthina: Oh… Jurusan?

Shathesh: Tak, tu sekolah menengah.

Qisthina: Oh, oh, okay. Wow! Okay

Shathesh: Sekolah menengah. Kemudian saya berhijrah ke Kuala Lumpur untuk sambung belajar dalam jurusan audio engineering.

Qisthina: Oh… okay.

Shathesh: So, saya graduate audio engineering kemudian saya terus masuk dalam industri muzik. Saya bekerja di studio rakaman. Dari situ lah bermulanya kareer saya dalam industri muzik. Berapa lama? Sejak tahun 1995. So sekarang dah 27.

Qisthina: Sekarang dah 2023, so dah…

Shathesh: Dekat 20… 27 tahun eh?

Qisthina: 28 tahun.

Shathesh: 28 tahun. So, 28 tahun dalam industri, banyaklah yang saya dah nampak. Daripada dulu sampai sekarang, saya berpeluang untuk bekerja untuk ramai artis, producer, pencipta lagu, lirik-lirik yang otai-otai. So saya ni kira, antara, orang-orang yang semakin pupus.

Qisthina: Eh…

Shathesh: Semakin pupus. Kalau kita tengok kategori otai ni, saya rasa antara yang terakhir lah.

Qisthina: [inaudible – 3:32] the otai, tapi yang antara tu yang dari muda-muda. Yang muda yang [inaudible – 3:35].

Shathesh: Saya tak, bukan muda sangat. Tapi kalau tengok, saya kira zaman analog.

Qisthina: Ah okay faham.

Shathesh: Ahh zaman analog. So, transition tu analog ke digital saya dah nampak. Saya mula dengan analog lepas tu masuk ke digital. So saya yang antara orang-orang yang terakhir.

Qisthina: Ah…

Shathesh: Sebab otai-otai ni ramai yang dah berhenti berkarya, yang dah pencen, ada yang dah meninggal. So, saya antara yang hujung-hujung tu lah. Macam saya, [As-Samad – 4:14], tu semua yang hujung-hujung. Lepas tu dah generasi baru.

Qisthina: Saya nak menyatakan daripada career tu, 1995 tu, bila mulanya menjadi pencipta lagu, penulis lirik.

Shathesh: Okay, saya mula menulis ni sejak sekolah lah menulis. Saya satu sekolah dengan Shah Slam. Shah Slam satu kelas. Ajai Exist, junior setahun. Musa Exist, kita satu sekolah.

Qisthina: Ohhh…

Shathesh: Dalam Maktab Sultan Abu Bakar tu. So saya dah terlibat dengan dia orang sebelum Exist punya first album.

Qisthina: Ohhh okay.

Shathesh: So sebelum saya berhijrah ke KL, lepas SPM, saya bekerja dengan Jojo's Production. Jojo's Production adalah syarikat, apa ni, label, yang melahirkan Kumpulan Mega, Kumpulan Exist, ada artis, beberapa artis lain lah yang tak popular sangat. So, yang popular tu Exist dengan Mega je. So saya dah terlibat dengan dia orang. So saya bekerja sebagai kru peribadi untuk Exist. So dari situ saya dah, apa, dah dapat pengetahuan, dah dapat tunjuk ajar daripada orang-orang seperti arwah Rahim Othman, LY, Baiduri. So daripada situ saya dah, walaupun masa tu karya saya belum keluar lagi, tapi saya dah mula menulis, mula buat research apa semua. Kemudian, lagu saya yang pertama, lirik yang pertama, "Seribu Impian", Casey, tahun 95'. Itu yang first, yang first tu jadi hit.

Qisthina: Ohh…

Shathesh: Layak ke juara lagu, finalis. Kemudian, banyaklah lagu-lagu lepas tu, "Ingin Bersamamu", Syafinaz. Lepas tu ada satu lagu duet, Casey dengan [Ora – 7:22], tajuk saya pun tak ingat. Dah hampir 20 tahun.

Qisthina: Tak apa, nanti saya akan cari.

Shathesh: Kemudian saya buat, "Menuju Puncak", Akademi Fantasia.

Qisthina: Oh, okay.

Shathesh: "Gemuruh", Faizal Tahir. Hmm apa lagi?

Qisthina: Tapi "Menuju Puncak" tu lyricist ke composer sekali?

Shathesh: Lyricist. Saya banyak buat peluang pertama tu untuk lagu Casey tu, pencipta Aubrey Suwito.

Qisthina: Oh oh… Okay.

Shathesh: Masa tu Aubrey Suwito belum…

Qisthina: Belum naik lagi.

Shathesh: Belum naik lagi.

Qisthina: Ohhh…

Shathesh: Orang tak kenal dia.

Qisthina: Ohh…

Shathesh: Okay, so itu pun secara bukan dia bagi saya buat. Sebenarnya, saya curi peluang. Dia ada cerita dia lah. Masa saya mula bekerja dekat studio tu, Casey punya album dah separuh siap, dah separuh siap. So, production tu dah mula, so dia orang, rasa dah 4 lagu, 5 lagu dah record. Tapi tak ada lagu hit lagi.

Qisthina: Hmm…

Shathesh: So, banyak lah demo-demo. Masa tu semua kaset.

Qisthina: Oh! Okay faham.

Shathesh: Masih menggunakan kaset. So, demo dalam studio terabur lah demo, memang banyak. So saya dengar lah satu-satu. Dengar, dengar, dengar, dengar, lepas tu engineer tu tanya, sound engineer studio tu, dia tanya, "Engkau boleh, buat lirik tak?".

Qisthina: Ohh…

Shathesh: Okay… Boleh try.

Qisthina: Hmm

Shathesh: Memang nak.

Qisthina: Mm-hmm

Shathesh: Nak buat kan. So, pun saya try. So ambil lah. "Tengok mana-mana demo yang kau rasa kau boleh buat, kau buat." So tanpa pengetahuan producer.

Qisthina: Ohh…

Shathesh: Aubrey tak tahu.

Qisthina: Okay…

Shathesh: So saya bawa balik demo tu, saya dengar, saya buat. Esoknya, saya bagi.

Qisthina: Hmm.

Shathesh: Saya cakap lah dengan Aubrey, saya cakap, "I curi demo ni bawa balik rumah. So ni lirik dia.” So dia tengok, “Eh! Boleh ni.”

Qisthina: Ohh…

Shathesh: So panggil Casey ke studio. “Ahh try.”

Shathesh: Okay, dia nyanyi. Ada part-part yang dia suruh tukar. Ubah sikit-sikit. So terus record.

Qisthina: Oh…

Shathesh: Record and then bila album release, lagu tu single pertama, terus hit gila. Daripada situlah datang peluang-peluang lain. Dengan Nora, arwah Johan Nawawi.

Qisthina: Ah oh okay.

Shathesh: Kemudian, second album Casey dengan Fauzi Marzuki. So daripada situlah mula. Daripada situ, Aubrey, nama dia dah mula naik slow-slow kan. So… tapi saya selalu low profile.

Qisthina: Oh

Shathesh: Saya jenis yang, malu lah malu.

Qisthina: Ahh okay.

Shathesh: Sebab saya baru lagi. Dalam masa yang sama, ada kalangan producer-producer yang tak kenal saya. So dia orang, macam, skeptical. Macam, “Kau boleh ke?”

Qisthina: Ohh

Shathesh: Ada, selalu ada tanda soalan. “Kau boleh ke?”. Sebab, saya bukan orang Melayu, dalam industry menulis lirik. Composer yang Cina, bangsa lain, ramai. Tapi yang menulis lirik, India, saya seorang je, sampai sekarang. Saya seorang je. So diorang just “Eh kau boleh ke? Kau mamak?”. “Eh, bukan” “Kau, boleh, boleh buat?” “Boleh try lah, boleh.” Skeptical. Tapi bila lepas, “Menuju Puncak”.

Qisthina: Uh-huh.

Shathesh: “Menuju Puncak” actually, saya di label sebagai penulis lirik yang buat lagu-lagu motivasi.

Qisthina: Ohhh… okay.

Shathesh: Lepas “Menuju Puncak” tu. Oh, so diorang oh. And again, dia ni oleh buat lagu macam ni je.

Qisthina: Ohh…

Shathesh: Lirik dia macam tu je.

Qisthina: Okay.

Shathesh: So, saya ada lah berbual dengan record label, dengan, dengan setengah-setengah producer. Saya cakap “Saya buat tu sebab, saya diberi tugas, theme untuk lagu tu. So saya kena tulis macam tu. Tak bermakna saya boleh tulis macam tu je."

Qisthina: Betul. Betul, betul.

Shathesh: Kan? So lepas tu datang lah, macam, ballad, ballad yang lain. "Ingin Bersamamu", album pertama Syafinaz.

Qisthina: Ahh…

Shathesh: Itu pun hit. Kemudian, "Gemuruh" Faizal Tahir. Itu lagu yang, lagu yang saya buat dalam masa 15 minit.

Qisthina: Uih!

Shathesh: Sebab deadline. Dia actually, "Menuju Puncak" kan lagu tema AF. So lepas tu, TV3, buat satu program realiti – "My Starz LG".

Qisthina: Okay.

Shathesh: So, dia orang contact Aubrey, suruh buat lagu tema. Tapi, dia orang punya briefing tu, dia kata, "Okay, you dah buat "Menuju Puncak", untuk ni kena lagi…"

Qisthina: up

Shathesh: "Kena lagi up lagi."

Qisthina: Okay.

Shathesh: So, Aubrey called, cakap "Okay dia orang nak macam ni, konsep macam ni, and nak rekod malam ni." Lagu melodi dia dah siap. Melodi dah siap. Dia kata sebab Faizal tak free.

Qisthina: Ahh…

Shathesh: So… untuk selitkan dalam schedule dia, malam ni kena rekod. So kita buat. Macam alamak!

Qisthina: Wow terus contact lepas tu minta.

Shathesh: Saya punya style, bila saya menulis, saya bukan jenis yang sekali tulis lepas tu terus hantar. Saya tulis, lepas tu saya akan macam, tengok balik. Lepas tu kalau ada part-part yang nak tukar. Selagi saya tak puas, saya tak akan bagi producer. Dia kena lepas standard saya dulu.

Qisthina: Standard diri dulu. Diri and [inaudible – 15:27].

Shathesh: Saya rasa ini tak best lah, tak sedap. Oh tukar-tukar sampai dia jadi, nampak cantik, baru bagi.

Qisthina: Ahh…

Shathesh: So saya tak pernah, sebelum tu saya tak pernah buat dalam 15 minit ke, setengah jam ke, tak ada. Kadang 8 jam, kadang satu hari.

Qisthina: Oh…

Shathesh: So bila, bila dah ada deadline macam tu, Aubrey pun, dia tak bagi, walaupun melodi dah dah siap, dia tak hantar melodi. Masa tu takde smart phone.

Qisthina: Oh…

Shathesh: Sekarang boleh dalam Whatsapp,

Qisthina: Kan, huh-uh...

Shathesh: Boleh hantar demo semua kan?

Qisthina: Ah-huh…

Shathesh: Masa tu takde. Sebab tu saya rasa saya masa tu outstation.

Qisthina: Okay.

Shathesh: Takde kat KL. So dia hantar, suku kata je. Dia type dalam mesej.

Qisthina: Berapa, berapa, berapa.

Shathesh: First verse, apa, baris pertama berapa suku kata. Kedua, lepas tu chorus berapa. Dia bagi verse, chorus. So melodi tu, actually panjang. So dia kata "okay first verse tu sama dengan second verse. So engkau kau buat dua, lepas tu chorus lepas tu untuk bridge tu kau buat dua baris je." Saya cakap "Okay…" Melodi saya tak tahu.

Qisthina: Tu lah!

Shathesh: So dia bagi suku kata je. So dengan briefing dengan suku kata tu "Eh macam mana ek? Nak buat lagi up daripada "Menuju Puncak". Fikir, fikir, fikir, fikir, dah sampai puncak nak pergi mana lagi?

Qisthina: Dah menuju puncak dah.

Shathesh: Iye okay tetiba datang idea, "Dari Puncak ke Angkasa"

Qisthina: Oh…

Shathesh: So buat, buat, buat, 15 minit saya mesej dia balik. Saya type lah dalam phone. Kejap lagi, hantar. Lepas tu dia tak balas, dia tak reply.

Qisthina: Okay.

Shathesh: Malamnya dia dah habis rekod masa tu 2 pagi, 3 pagi. Dia rekod dalam voice message.

Qisthina: Oh… okay.

Shathesh: Dia dalam studio dia just, tak berapa… Tapi dia hantar dalam dalam sms.

Qisthina: Okay.

Shathesh: Sms. Dalam sms dia rekod dalam studio tu, dia guna phone tu dia rekod. Dia hantar. Saya cakap, "Uih sedapnya, sedapnya." So, Faizal pun menghormati. Takde, takde ubah apa-apa.

Qisthina: Oh, as it is.

Shathesh: As it is, record. So itu jadi hit lah, jadi hit. So bila itu hit, lagi lah dia orang, “Ahh yang ini buat lagu motivasi je…” “Takde balance ni dia… tak boleh…”. So saya pun macam “Okay lah kau orang nak label aku macam tu okay lah… takpe, takpe…” So lepas tu, adalah banyak lagu-lagu saya buat Francissca Peter.

Qisthina: Oh, Francissa Peter.

Shathesh: Francissa Peter. Buat Safura, Safura dengan [Iswau – 18:47]. Lepas tu, arwah Siti Sarah, lagu Along Exists. Yang itu second album dia, second album dia. Kemudian album “Projek Pistol”.

Qisthina: Ooh, okay

Shathesh: Edrie Hashim. Kemudian, “One in a Million”, Tomok.

Qisthina: Oh, oh, wow… Banyaknya…

Shathesh: Begitu terhenti. Itu, itu, itu semua Aubrey lah. Itu semua Aubrey, and then menang pula “One in a Million”. So lepas tu dia orang dah nampak lah yang saya boleh buat lagu ballad apa semua. Kemudian, saya buat untuk Citrawarna. Citrawarna ialah event Kementerian Pelancongan. Ini macam event kebudayaan. So, dia orang bawa seorang producer daripada Australia. Dia orang Malaysia sebenarnya, kalau jumpa, tapi dia dah lama duduk situ. Dia composer, conductor orchestra tapi dah lamalah duduk Australia. So, Kementerian Pelancongan bawak dia untuk buat lagu-lagu tema untuk Citrawarna. So, saya, dia orang contact saya melalui manager Ning Baizura. Sebab masa tu saya dah ada satu lagu dalam album Ning.

Qisthina: Ah…

Shathesh: So dia call. Dia kata “Ada projek ni, lagu tema untuk Citrawarna.” So, 3 lagu, kalau tak silap saya 3 lagu. Arwah Adibah Noor, Jaclyn Victor, dengan Ning. Dengan satu lagi… Vince Chong! Vince yang AF pertama tu.

Qisthina: Uh-huh-huh.

Shathesh: 4 artis. So kita rekod lagu tu tapi itu bukan untuk commercial lah, bukan untuk radio.

Qisthina: Oh…

Shathesh: Dia khas untuk lagu tema untuk event.

Qisthina: Oh…

Shathesh: So mana-mana, event-event kebudayaan

Qisthina: mm-hmm

Shathesh: Yang Malaysia ambil bahagian di negara-negara lain, ini lagu teman dia.

Qisthina: Hm…

Shathesh: Lepas tu, datang seorang composer-composer. Ni dia orang baru, dia first time buat lagu. Dia orang Melaka. So dia nak buat projek – 3 Suara.

Qisthina: Oh okay.

Shathesh: So ini idea dia lah nak gabungkan 3 penyanyi Wanita.

Qisthina: Wanita yang hebat… okay

Shathesh: So, dia contact saya also daripada manager Ning. Dia call dia kata, "Okay, saya nak buat album kombinasi 3 wanita." Okay. So saya minta lah demo.

Qisthina: Hm!

Shathesh: Saya suruh dia hantar demo. Bila saya dengar demo tu…

Qisthina: Mm-hmm?

Shathesh: Demo tu terlalu, raw sangat. Raw and then dia punya konsep melodi lagu semua macam 80-an.

Qisthina: Oh…

Shathesh: So, masa tu dah 90-an.

Qisthina: Ah-ahh

Shathesh: Saya cakap "Ini boleh pergi ke? Album, lagu-lagu macam ni?"

Qisthina: Ah-ahh

Shathesh: So saya tanya dia balik, saya kata… Dia cina, Kevin Chin. So, I tanya dia, "You know what you're doing or not?"

Qisthina: Okay…

Shathesh: Dia berduit. Dia berduit. So dia yang keluarkan modal untuk album ni. Tapi demo-demo yang dia bagi tu macam tak boleh pergi lagu-lagu macam ni sebab trend tu dah berubah kan. Daripada eighties ke nineties dah berubah. Lepas tu dia macam, "No. You tunggu sampai I siapkan arrangement. Susunan muzik dah siap, then you dengar balik." Mungkin masa tu saya tak dapat bayangkan… end-product tu, bila lagu dah siap tu macam mana.

Qisthina: Dia bagi raw melodi je eh?

Shathesh: Memang betul. Saya tak dapat bayangkan.

Qisthina: Ahh…

Shathesh: Dia main organ.

Qisthina: Oh…

Shathesh: Bukan piano tau! Dia main organ. Saya tak dapat tangkap benda tu. Lepas tu okay, okay. So dia kata "Okay, buat "Beribu Sesalan"." Melodi tu, saya buat. And then dia kata "Okay, ini dah okay." Dia bagi dua lagu lagi. Dalam album tu, saya rasa saya ada tiga lagu? Empat lagu? “Menari Dalam Hujan”, “Beribu Sesalan”, “Teman”, and ada satu lagi lah, saya tak ingat title. So, dia ambil producer daripada Indonesia, [Iman Sumanjintak – 24:42], bawa ke sini, untuk rekod disini. Pengalaman bekerja dengan orang Indonesia…

Qisthina: Mm-hmm

Shathesh: Kira dia orang, style dia orang lain sikit daripada style sini. Saya tengok, dia dah buat homework dia.

Qisthina: Ohh…

Shathesh: Dia dah buat homework dia. Arrangement muzik dia dah buat. And then masa rekod tu, seluruh album tu, vocal, siap dalam masa tiga hari. Sepuluh lagu eh, tiga hari siap. So cara dia guide tiga penyanyi ni, cepat. Dia orang pun cepat tangkap. Tapi dia guide… Sebab biasanya kalau satu penyanyi senang.

Qisthina: Ah-ahh. Yang ni tiga…

Shathesh: Tak, yang ni tiga. And then masing-masing nyanyi, arrange lain-lain. So dia susun vokal tu semua saya tengok weh dia dah buat homework dia lah. Dia dah tahu arrange suara dia orang. So sebelum masuk studio tu dia dah tahu apa dia nak and macam mana dia nak dapatkan feel masing-masing tu, dia dah…

Qisthina: Dah boleh imagine dah…

Shathesh: Cepat! Cepat! Kerja dia cepat!

Qisthina: Wow…

Shathesh: Tiga hari, sepuluh lagu siap! Then, lirik “Beribu Sesalan” tu, masa rekod, Ning menangis.

Qisthina: Aw…

Shathesh: Dia nangis. Bukan menangis lah, dia macam… macam sebak lah sebak. Lepas tu masa break time tu, keluar, “Asal lirik kau sedih sangat?” Dia kata “Sedih sangat ni.” Saya 90% daripada lirik saya semua kisah benar.

Qisthina: Wah… Patut lah dia macam…

Shathesh: So saya…saya sama ada cerita saya sendiri ataupun cerita orang, itu saya jadikan lirik. So dia [inaudible – 27:20] ni cerita apa ni? Saya cakap, “Ni cerita bila ayah saya tinggalkan mak saya selepas 20… 25 ke 26 tahun perkahwinan.” Bukan bercerai tau, just dia keluar rumah.

Qisthina: Hm…

Shathesh: tu je. So emosi mak saya tu, itu yang saya masuk dekat dalam [inaudible – 27:50] tu. So… and then lagu tu jadi hit and then, naib juara AJL, okay. Lepas tu dah takde orang label saya, oh…

Qisthina: Motivasi.

Shathesh: So saya cakap, "Eh, dah terbuktilah kan. Ballad pun aku dah buat, motivasi dah buat, lagu rock pun dah buat. So complete lah, semua complete. Tapi saya selalu low-profile. Orang kenal nama, tapi tak kenal orang.

Qisthina: Ah…

Shathesh: Kan? Oh nama, nama…

Qisthina: Tin Ta kan?

Shathesh: Ramai yang ingat saya Melayu.

Qisthina: Oh… faham.

Shathesh: Bila jumpa, "Eh! Bukan Melayu eh?" Betul. So sekarang ni dah ramai kenal lah. Sekarang semua tahu saya [inaudible – 29:53]. So lepas tu lagu nasyid.

Qisthina: Hah okay tu yang nak dengar tu. Masuk berita.

Shathesh: Ni projek IKIM.

Qisthina: Uh-huh

Shathesh: Dia orang ada, tiap-tiap tahun dia orang buat Anugerah Pencipta Nasyid. So itu memang semua kumpulan nasyid apa semua artis nasyid semua, bertanding lah. So, masa tahun tu, ini sebelum… sebelum Covid kot.

Qisthina: Em!

Shathesh: Sebelum Covid. So dia orang tukar konsep sikit, maksudnya sebelum-sebelum tu, yang bertanding tu okay katakanlah, Rabbani. So, Rabbani buat lagu sendiri. Okay dia orang buat lagu sendiri, produce lirik, music video pun dia orang buat sendiri, lepas tu masuk bertanding. Sekali ni IKIM tukar konsep, dia gabung kan composer lain, penulis lirik lain, artis lain. So dia orang ambil Along Exist sebagai producer, ambil Eddie Slam, Eddie keyboard Slam untuk susunan muzik. Lepas tu, penulis lirik Along call saya, "Eh kau boleh buat lagu nasyid tak?". "Ah?" Saya cakap, "Kau biar betul." "Tak. Dia orang konsep kali ni ialah Islam untuk semua. So dia orang nak orang bukan Islam, terlibat dalam ni. Kau satu-satunya penulis lirik bukan Melayu dalam industri, so aku call engkau." "Okay lah, aku try ah, aku try." And then, yang lain-lain tu ada Dakmie, siapa lagi, [Iwan Fatanah – 31:24], Rabbani, [Ijaz – 31:28]. So dia orang digabung-gabungkan dengan producer lain, penulis lirik lain. [Alpha Butin – 31:38], semua, semua lain-lainlah. So dia ambil, bukan dari golongan nasyid je. Yang buat lagu pop apa semua digabung-gabungkan, so jadi kumpulan-kumpulan kumpulan. Lepas tu setiap kumpulan tu dia bagi tema. So kita dapat, tema kita – Hikmah.

Qisthina: Hikmah, okay.

Shathesh: So, saya pun macam, "Macam mana nak buat eh?"

Qisthina: Mm-hmm

Shathesh: Kan? Tapi saya diberi semangat oleh abang Farhin. Kenal Farhin?

Qisthina: Tak kenal.

Shathesh: Farhin yang pengasas kumpulan Raihan.

Qisthina: Ohh… okay.

Shathesh: Masa Raihan first first album tu, dialah orangnya. Dia orang orang yang bawa nasyid ke komersial.

Qisthina: Komersial, betul. Okay.

Shathesh: Dialah orangnya.

Qisthina: Oh… okay.

Shathesh: So, dia penasihat untuk projek ni.

Qisthina: Ah, okay.

Shathesh: So saya kenal dia dah lama lah. Dah kenal, tapi tak pernah bekerjasama.

Qisthina: Ah faham.

Shathesh: Sebab dia buat nasyid dan saya saya memang lagu pop kan. So jumpa dia… Oh! Ada ada pernah bekerja masa MyStars LG TV3 tu, pun dia penasihat untuk program tu. Tapi tu untuk promotion. So saya tak jumpa dia sejak My Starz LG tu dah lebih sepuluh tahun tak jumpa so jumpa dekat sini. Jumpa dekat sini lepas tu berbual dia kata. Saya tanya dia "Kenapa contact saya?"

Qisthina: Uh-huh

Shathesh: Dia kata, "Tak, tahun ni kita ada konsep macam ni so kita nak tonjolkan bahawa bukan sahaja dari segi agama tapi dari segi lagu-lagu nasyid. Raihan dulu yang bukan Islam pun dengar. So kita nak bawa balik benda tu." So saya said "Okay." Tapi saya tak pernah buat lagu nasyid, macam mana? Dia kata "Kau jangan fikir dalam konteks agama. Apa yang tema yang dia bagi tu, kau buat research lah kau buat research then kau tulis je." So saya [inaudible] okay. So kita diberi 5 hari untuk siapkan semua. Maksudnya, daripada siapkan lagu, rekod. Eh wait, bukan 5 hari. 2 minggu, sorry. 2 minggu. Untuk lagu dan juga music video.

Qisthina: Oh, sekali dengan music video.

Shathesh: Ah semua sekali. So Along, Along sebelum ni, dia lagu dah dah separuh siap, melodi tu dah ada. Then, kita semua dikumpulkan di satu resort di Puchong, jadi macam workshop.

Qisthina: Hm…

Shathesh: So, Along buat lagu, malam tu juga siap. Ni first day. Melodi dah siap. Lepas tu, Along Along cakap, "Okay, aku nak lirik ni pagi esok."

Qisthina: Dia siap malam tu dia minta pagi esok.

Shathesh: Malam tu dah pukul berapa tau? Dalam pukul… Dah dekat pukul dua belas. Pukul dua belas, pukul satu masih tak siap. Saya ada dekat situ. Saya, Eddie. Artisnya ialah kumpulan Simfoni dan [Arfad – 35:28] Raihan.

Qisthina: Oh, okay.

Shathesh: So dia cakap, "Okay, pagi esok aku nak lirik." Memang tak tidur malam ni.

Qisthina: Jawapannya tak tidur

Shathesh: So okay lah, saya balik saya tak tidur situ. Saya balik rumah. Saya duduk lah. Fikir, fikir, fikirr yeah dapat idea. Tu yang keluar, "Rahsia Dari Langit"

Qisthina: Rahsia Dari Langit

Shathesh: Rahsia Dari Langit. So siap 4 pagi siap. Saya mesej dekat dia, "Okay, siap." Dia tengok. Dia kata okay "Tak payah tukar apa-apa memang kena dengan melodi lah, dengan tema pun [inaudible – 36:19] je." Okay tengahari tu rekod rekod. Lepas tu, buat storyboard untuk music video

Qisthina: Em.

Shathesh: So, dalam seminggu lebih lah siap. Music pun dah rekod, mix dah master and siap music video. So, hantar lah dekat IKIM. So, kami dibayar, ada bajet. So, producer, susunan music, menulis lirik semua dibayar. Artis pun dibayar. So kita okay, dah siap dah kerja kita dah siap dah hantar. So kita tak fikir lah boleh menang ke sebab gabungan kita ni, saya, Along dengan Eddie, kita semua background music pop, music rock. Kita tak pernah buat nasyid. Tapi Along buat lagu tu, memang bukan macam lagu nasyid.

Qisthina: Oh…

Shathesh: Dia macam lagu pop. Cuma lirik dengan music video tu macam lagu nasyid. So tapi kita, kita bertanding dengan Hijjaz, dengan Rabbani. Semua nama-nama besar dalam nasyid.

Qisthina: Ah-ahh.

Shathesh: [inaudible – 37:57] ini tak boleh menang, takpe lah dah dapat duit okay lah yang kerja kita dah siap. And then bila bertanding tu masa tu dah covid dah, dah lepas lockdown. So pertandingan tu dibuat secara apa bukan secara fizikal, buat online. So takde penonton, cuma artis yang bertanding itu je yang boleh masuk dalam dewan.

Qisthina: Oh…

Shathesh: So dia, juri… Man Angah, Man Angah.

Qisthina: Man Angah.

Shathesh: Man Angah, pernah dengar?

Qisthina: Pernah dengar.

Shathesh: Man Angah… ada lah dua tiga orang. Ada yang daripada UIA, ada… Tu lah semua, semua dalam… Dia orang campur lah daripada producer yang komersial dan nasyid. So keputusan dia orang dah pilih. So, masa kita pergi situ, cuma diumumkan siapa nombor tiga, siapa naib juara, juara. So dia panggil satu-satu lah ke pentas untuk pose dengan piala.

Qisthina: Oh, okay.

Shathesh: So kita tunggu lah kita tunggu… So yang nombor tiga. Dia tak, dia tak announce. Dia cuma, dia shoot video, camera shoot video. Kita cuma bila dia panggil kita naik pentas, masa tu dia bagi lah trophy tu. Tengok trophy baru kita tahu juara.

Qisthina: Oh… So, dia just–

Shathesh: Baru, baru perasan "Eh kita juara eh?!" "Hah kau orang juara." Macam tu.

Qisthina: Kita tak announce pun.

Shathesh: Tak announce. So, so dia shoot lepas tu baru dia edit.

Qisthina: Ah-hah

Shathesh: Dia edit baru dia dia apa bubuh dalam IKIM punya website.

Qisthina: Oh, ah-ah-ah.

Shathesh: So itu yang apa… terkejut lah kita menang. And then, itu yang keluar media apa semua. Dia orang interview saya. Because saya, tu lah saya ambil nasihat abang Farahin lah so buat je apa yang ilham yang datang tu buat je ikut tema, buat. Padahal bila saya bandingkan dengan lirik-lirik yang lain yang bertanding tu, dengan yang yang naib juara, nombor tiga semua tu. Saya punya simple je. Saya punya lirik simple je. Senang faham lah senang faham. Dia orang buat macam mendalam… Terlalu… terlalu Islamic. Macam susah faham lah orang-orang bukan islam takkan faham. Saya punya simple je, senang faham. Sekali dengar dah tahu dia punya message. So, satu salah seorang daripada juri tu. Apa nama dia? Dia kawan baik saya.

Qisthina: Ye ke?

Shathesh: Apa nama? Dia buat lagu… lagu "Cindai" semua dia buat.

Qisthina: Okay…

Shathesh: Apa nama dia eh? Saya pun lupa. Dia dia zaman Pak Ngah lah.

Qisthina: Okay.

Shathesh: Album Cindai, Noraniza Idris. Semua lagu irama Malaysia semua dia, dia King. So berbual lah berbual. Dia kata, “Kau tau kenapa aku bagi kau menang? Sebab lirik engkau direct to the point. Takde bahasa-bahasa yang dalam, senang faham. So dia menepati konsep yang kita nak tonjolkan supaya yang bukan Islam dengar, boleh faham. Yang lain-lain tu dia orang terlalu dalam, terlalu Islamic.”

Qisthina: Mm-hm-hm

Shathesh: So dia tak menepati konsep yang kita–

Qisthina: Konsep baru yang dia orang set kan.

Shathesh: Okay, okay. So, lepas tu, lepas tu saya buat Aisyah Aziz... Banyak lah saya pun tak ingat.

Qisthina: Banyak banyak hasil karya. Banyak betul

Shathesh: Aisyah Aziz yang baru-baru ni Aisyah Aziz juga, ada lagu baru. Kemudian Amir Masdi.

Qisthina: Amir Masdi...

Shathesh: Amir Masdi ni, lagu, lagu tu lagu sebenarnya lagu Inggeris.

Qisthina: Oh.

Shathesh: Dia lagu Inggeris. Kita buat actually benda tu kita buat suka-suka je. Saya buat lirik tu, saya collaborate dengan seorang violinist. Dia Dennis Lau. Dennis Lau dia... dia popular lah dia banyak perform untuk Jaclyn Victor, Sheila Majid apa semua. So dia pun dah start buat lagu sendiri so saya collaborate dengan dia. So selalu lepak dekat rumah dia lah sampai, sampai subuh buat lagu. So ada sekali tu dia kata, “Eh Let’s do one english song.”

Qisthina: Oh...

Shathesh: Okay sebab I pun tak pernah buat English songs kan. So dia buat try, try, try, try, tak jadi.

Qisthina: Aduh...

Shathesh: So saya cakap dengan dia, “Okay takpe. Let me write the lyrics first, then you try to do the melody.” So saya buat lah satu cerita, tajuk dia “I Won’t Go”.

Qisthina: Oh okay.

Shathesh: So and then dia buat the melody, sedap! Memang betul-betul ballad lah, love ballad. So dia record dengan satu penyanyi kelab, record then kita tak tahu dia, lagu tu nak push kepada siapa.

Qisthina: Ah...

Shathesh: Itu... itu demo.

Qisthina: Mm-hmm

Shathesh: Tapi demo tu dah macam sedap macam lagu yang dah.

Qisthina: Dah Keluar.

Shathesh: Complete kan?

Qisthina: Ah-hah

Shathesh: Tapi tak tahu nak bagi siapa simpan simpan simpan lama juga lah dekat tiga empat tahun simpan lagu tu. And then, Dennis ada show dalam show tu Amir Mazdi pun perform.

Qisthina: Mhmm

Shathesh: So Dennis kata "Eh budak ni sedap suara."

Qisthina: Faham...

Shathesh: Sedap suara tapi rock lah. Amir Masdi kan rock kan? So dia, dia lepas, lepas habis show tu dia sempat jumpa dengan dia, cakap, "Eh, datang rumah kita ada satu lagu you try." So Amir datang. Datang, try. So dia just record dalam phone lah dia hantar dekat saya, "What do you think?" "Weh sedap ni!" Then I said, "Let's record the song." So bincang dengan Amir punya manager then he said, "Okay, let's do it." So Amir record, English.

Qisthina: English punya.

Shathesh: Lepas tu, 2 bulan, 2 bulan ke? Dalam 2 bulan lepas. Dennis kata "Eh, come my house." So saya pergi lah. Amir pun datang. Then, dia kata "Tulis, Bahasa Melayu. Lagu sama, lirik tukar Bahasa Melayu." So saya cakap "You nak direct translation ke apa?" "Tak, just dia punya storyline tu maintain tapi tak payah macam direct sangatlah. Apa yang... cerita cerita tu kena ada. "I Won't Go" cerita tu kena ada." Cerita actually, pasangan ni accident. So this guy mati. Mati... dia dah mati tapi dia tak boleh lepaskan kekasih dia tu. Roh dia tu–

Qisthina: Oh... Uih!

Shathesh: Tak nak pergi tau. Dia macam sebab dia dia mati atas ribaan kekasih dia.

Qisthina: Okay.

Shathesh: So, dia tak boleh pergi. So, I buat lirik tu I tak tahu lah idea tu datang macam mana.

Qisthina: Oh!

Shathesh: So like "I Wont Go" tu selagi kekasih dia tu tak jumpa orang lain ataupun mungkin apa belum jumpa jodoh dia ke apa ke, dia akan remain dekat sini roh dia akan ada dekat sini.

Qisthina: Mana-mana.

Shathesh: So, then dekat situ juga, malam tu juga aku buat. Buat, buat, buat, buat, dalam setengah jam tu siap bagi Amir nyanyi. Try nyanyi ni. Then Amir bagi idea lah sikit. "Okay kau ubah part ni..." Sebab biasa penyanyi kalau dia dia nyanyi kalau ada perkataan yang dia tak tak selesa so kita kena ubah lah ikut dia punya feel kan. So ubah sikit nyanyi okay okay untuk record. So dalam album Amir akan ada dua version – lagu tu versi Inggeris, versi Bahasa Melayu. Ada dua version.

Qisthina: Faham.

Shathesh: So, album belum keluar lagi.

Qisthina: Oh, belum keluar lagi oh...

Shathesh: Sebab ada belum siap.

Qisthina: Sneak peek lah ni?

Shathesh: So, itu terbaru lah, Amir. And then, terbaru, terbaru. Ini untuk, ini lagu, lagu tema sebenarnya. Dennis buat untuk Kontinjen Sukan Malaysia. Ini lagu motivasi lah.

Qisthina: Okay.

Shathesh: Okay, Syafinaz menyanyi.

Qisthina: Oh, okay...

Shathesh: Tapi belum record lagi, record hujung bulan ni.

Qisthina: Hah...

Shathesh: So itu yang terbaru lah, terbaru. Lepas tu, yang Kevin Chin yang buat "3 Suara" tu.

Qisthina: Mm-hmm

Shathesh: Dia bagi saya dua lagu.

Qisthina: Oh...

Shathesh: Untuk Once.

Qisthina: On– On– apa ni?

Shathesh: Once.

Qisthina: Once tu apa?

Shathesh: Once, Indonesia. Dewa.

Qisthina: De– Oh okay...

Shathesh: Bekas penyanyi Dewa.

Qisthina: Oh, okay. Oh, alright, alright.

Shathesh: So itu dah siap dah siap satu lagu dah siap, satu lagi saya belum buat lirik lagi. So itu first time lah saya buat lagu untuk artis Indonesia. Kimmy kaya lah today.

Qisthina: Eh, asal? We wish anda akan kaya. Kenal songwriter dia. Banyak pencapaian tu. Okay, kita bergerak ke soalan yang ketiga.

Shathesh: Iu baru itu baru soalan kedua kan?

Qisthina: Baru soalan kedua tapi bagus lah sebab abang bagi all tu yang saya suka tu. Okay, nombor soalan yang ketiga pula.

Shathesh: Adakah anda ahli MACP? Ye... Saya saya jadi ahli MACP sejak tahun 95'.

Qisthina: Oh...

Shathesh: 95'... 96'! Apakah yang anda tahu mengenai... Okay. Masa tu MACP kecil. Members pun rasa kurang daripada seribu. Ada lima ratus ke. Tak ramai sebab masa tu kesedaran royalty ni terlalu cetek time tu, orang tak tu sangat. Sebab, dulu konsep dia syarikat rakaman akan dapatkan khidmat producer untuk satu album. Untuk artis solo ke, band ke. Syarikat rakaman keluarkan bajet. Okay, untuk album ni kita ada bajet untuk recording lah, ada bajet tiga puluh ribu. Masa tu tiga puluh ribu besar.

Qisthina: Mm-hmm

Shathesh: So, ada target lah. So album ni kena siap dalam masa dua bulan ke tiga bulan. Ini bajet dia. So bajet itu diberi kepada producer sebab producer akan buat buat lagu buat susunan muzik, bayar studio bayar musician apa semua nak siapkan. So semua orang dibayar. So isu royalti ni orang tak fikir. Artis pun tak fikir sebab dia dibayar oleh syarikat rakaman dalam kontrak tu ada advance royalti apa semua, so dia orang tak fikir sangat lepas album keluar, jualan daripada jualan tu berapa dia orang dapat. Tak... tak peka okay. Lebih kepada kejar glamour. Lebih kepada kejar glamour. So hal duit ni tak penting. So lama-kelamaan, bila industri muzik semakin berkembang, and then dah ramai producer, ramai artis, ramai komposer lagu, penulis lirik. Khususnya penulis lirik ni selalu tak dapat payment, selalu tak dapat payment. Even pencipta lagu pun tak dapat payment, dulu. Pencipta lagu buat lagu hantar dekat producer. Kalau lagu tu terpilih masuk dalam album, producer yang buat kerja. Dia yang susun muzik apa semua siapkan lagu tu daripada peringkat demo. Dulu demo pakai gitar je dengan menyanyi melodi. Tak ada macam sekarang dah siap arrangement apa semua. So pencipta lagu dengan penulis lirik memang tak dapat bayaran. So kita kena tunggu royalti, lepas setahun. Album keluar, lepas setahun, kalau lagu tu hit ke keluar radio ke baru kita nampak royalti. Okay... Bila masuk ke era digital, benda ni dah berubah. Dulu satu album satu producer. Sekarang satu album ada sepuluh producer. So apa ni producer juga pencipta lagu dia juga buat lirik. Kalau ada guna khidmat penulis lirik lain pun, penulis lirik tu tak dapat bayaran, jarang. Setengah-setengah producer yang yang bayar penulis lirik. Yang lain tak ada. Dia dapat bajet, dia cakap bajet dua puluh ribu okay dia buat lagu, dia buat arrangement sendiri, record, bagi, siap produk. So penulis lirik tak dapat dalam dalam bajet tu tak ada tak ada portion untuk penulis lirik, sepatutnya ada.

Qisthina: Mm-hmm.

Shathesh: Itu yang first mechanical tu, ramai yang tak tahu saya pun tak tahu. Kalau, kalau saya pun tak sign dengan TAJA Archive, saya pun tak tahu pasal first mechanical. So, kita buat kerja macam, “Okay, lah aku buat lirik ni. Aku tunggu lah setahun. Kalau lagu tu hit, aku dapat lah royalti, kalau tak, tak.” Macam tu. So, awareness tu memang tak ada. So, MACP pun tak pernah cerita pasal first mechanical. Record label pun tak pernah cerita pasal first mechanical. Dia orang tahu, especially international label. Label-label besar antarabangsa ni dia orang tahu tapi dia orang senyap sebab dia orang tak nak bayar. Hah dia tak nak bayar. And dia tahu yang kita tak tahu pasal ni. So dia senyap lah. So bila kita soal, baru dia oh baru nak bayar kalau tak memang tak bayar okay. So fungsi MACP is just sebagai wakil kepada composer, penulis lirik, kutip royalti and then agihkan. So daripada sejak saya jadi ahli MACP sampai lah beberapa tahun yang lepas. Kita memang tak pernah soal, tak pernah pertikaikan pengurusan MACP sebab ramai lah termasuk saya bila dapat statement royalti, yang kita tengok ialah mukasurat terakhir. Tengok berapa jumlahnya. Kita tak tengok statement lagu kita main dekat mana, berapa kali keluar radio, TV, dan macam kutipan lesen event yang outlet, outlet ni semua kan ada sticker MACP dia orang. Memang tak tengok tu. Selalu tengok last page “Oh, tahun ni dapat RM10,000. Tahun depan, Oh RM20,000.” Duit. Bila duit bertambah memang tak soallah. So bila jumlah tu jadi kurang kurang kurang kurang, then kau fikir, “Kenapa royalti aku kurang eh? Padahal aku masih main dengan radio, TV. Kenapa?” So, apa yang saya personally discover, benda ni tak boleh seratus peratus salahkan MACP. Sebab dia, dia punya peranan MACP ialah kutip royalti. Untuk dia lakukan tugas tu, belakang tu ialah publisher. So kalau publisher tak bagi informasi yang cukup pada MACP. MACP dia tak akan buat kerja publisher, bukan tugas dia pun. So dia orang dia kutip royalti, dia akan deal dengan radio, dengan TV, kerja payment apa semua kan? So kalau publisher tak submit lagu, ataupun bagi information yang salah. MACP tak boleh disalahkan. Tapi, ada benda-benda yang MACP boleh inform composer, penulis lirik tapi dia tak buat. Apa-apa information yang dia terima, dia anggap benda tu sah. Dia tak check, dia tak check walaupun kalau kita tengok statement tu betul-betul, teliti tu betul-betul, terang-terang nampak lagu kita di claim oleh pihak-pihak tertentu yang kita tak ada kontrak dengan dia. Double-claim. So publisher saya pun claim, publisher lain pun claim. And then, dia punya peratus tu jadi sikit lah okay. So benda-benda macam ni memang boleh dikatakan hampir sembilan puluh sembilan peratus, dia orang tak ambil peduli. So bila royalti dah makin kurang hah mula lah bising. “Eh, kenapa aku dapat sikit je.” “Kenapa aku tahun ni dapat seribu je?” Tengok statement kau. Duit, mungkin kau sepatut dapat lima ribu tapi kau dapat seribu. Empat ribu tu pergi mana? Tengoklah dalam statement, check betul-betul. Boleh jumpa. So, saya sebelum ni, masa saya mula-mula dalam industri, publisher saya ialah Warner Chapel. And then, 5 tahun kontrak. Three plus two lah, 3 tahun lepas tu optional dua tahun. So masa tu memang tak apa tak pandai baca kontrak. Kontrak sampai sepuluh mukasurat, dua puluh mukasurat. Kita sign last page je. Yang ni pun tak baca, nak baca pun tak faham. Sebab terlalu teknical terlalu dia punya apa dia punya clause pun kita tak faham. So kita sign je. So habis tiga tahun, dia auto-renew.

Qisthina: Memang dah ada dalam kontrak ke macam mana?

Shathesh: Ada dalam kontrak.

Qisthina: Oh...

Shathesh: Cuma kita tak tahu.

Qisthina: Tak tahu lah.

Shatesh: So dia auto-renew. Kalau kita nak stop, kita kena bagitahu dia.

Qisthina: Hmm... okay

Shatesh: Lepas tiga tahun okay, terminate kontrak. Tapi tak, kalau kita tak cakap apa-apa, dia auto-renew. Okay.

Qisthina: Oh...

Shatesh: Lepas tu dah dah sampai lima tahun tu, kalau tak cakap apa, dia akan auto-renew lagi.

Qisthina: Ui!

Shathesh: So and then daripada Warner Chapel habis lima tahun, saya dengan BMG.

Qisthina: BMG.

Shathesh: Sekarang BMG dah tak ada dah. BMG pun tiga tahun.

Qisthina: BMG sebut ada– BMG actually sebelum tu is PMC.

Qisthina: PMC.

Shathesh: PMC bertukar menjadi BMG, Bertelsmann Music Group. Dia international label bukan local. Masa tu publisher local tak ramai, satu dua je publisher local. Label local pun tak ramai yang ada pun masa tu macam SRC, Rahim Osman Production, Roslan Aziz Production, siapa lagi, Ciku Records, Man Angah, Wanada. Semua dah tau wujud dah. International label yang masa tu ada BMG, Warner's Music lepas tu datang EMI. EMI paling besar lah. EMI, BMG, Warner's Music, lepas tu datang Sony Music. Sebelum Sony Music ada Pony Canyon.

Qisthina: Poly Canyon?

Shathesh: Pony Canyon, syarikat Jepun.

Qisthina: Oh...

Shathesh: Dia label Jepun. Kemudian, kalau tak silap saya Sony beli Pony Canyon. So, dia bertukar. So, kontrak-kontrak ni semua berpihak pada label. So, kalangan golongan composer, penulis lirik kita memang tunggu duit je lah, tunggu duit je. Tak ambil peduli pasal kontrak apa semua. So, sekarang, lima, enam tahun kebelakangan ni lah, kita dah nampak ramai artis yang royalti dah kurang. Tapi ada juga yang masih tak faham. Faham maksud mungkin lagu hit dia sepuluh tahun lepas, so sekarang jarang keluar radio, jarang keluar TV. So, royalti memang akan gerak. So, dia ingat benda tu akan maintain. Untuk maintain kau kena buat lagu baru, buat lagu baru. So, kalau kau dah stop, harapkan lagu lama tak mungkin royalti kau akan maintain atau naik. Dia akan susut. Okay. So, awareness tak ada, and then tak faham fungsi producer tak faham fungsi badan-badan perlesenan. So, dia punya ekosistem tu badan perlesenan, label antarabangsa dia jadi macam satu kartel.

Qisthina: Kartel?

Shathesh: Kartel macam satu ada golongan yang menguasai industri.

Qisthina: Okay.

Shathesh: Okay. So, dia tahu composer, penulis lirik, artis, ramai yang bodoh. So, dia ambil advantage. Dia ambil kesempatan, dia tahu senang nak menipu. So, dia menipu dengan cara professional. Dengan cara legal. So, kontrak dia jadikan terlalu rumit sampai kita tak faham, you know? So, bila kita nak fight pun, dia dah sign satu, and kontrak tu berpihak lebih pada dia orang. So, bila kita fight pun kita kalah. Walaupun secara umum tu nampak dia orang salah. Tapi bila fight, tengok legal document, kalah. Sebab engkau sign, kau dah sign. So, ramai yang sangkut macam tu lah. So saya pun tengok publisher, especially publisher international kalau yang sign tu masih baru dalam industri, dia betul-betul dia squeeze you lah, okay. Bila kita nak minta peratus lebih tinggi, tak bagi. Fifty-fifty. Fifty-fifty paling rendah. Masa saya first sign dulu dengan Warner Chappell, seventy-thirty. Dia ambil seventy percent, saya thirty percent. BMG fifty-fifty. So, bila saya tengok statement royalti, tengok, saya punya portion thirty percent sahaja. Padahal, ini karya saya ni, dia ambil seventy percent. Saya buat kerja dia yang dapat duit lebih.

Qisthina: Betul

Shathesh: Memang kita perlukan publisher, tapi jangan sampai tinggi macam tu. BMG pun sama fifty-fifty. Bila dengan Warner Chapel, dia tak nak negotiate, tak boleh negotiate. Bila kita tanya extra, “No, you baru lagi”. Lagu baru tiga, empat lagu. You tunggu lah you banyak lagu hit then then kita boleh cerita. So, daripada Warner Chappell ke BMG, semua cerita sama. So, saya decide saya sign dengan local publisher, so, saya sign dengan Ada Exists, exist punya publisher. Dia bagi saya seventy thirty, saya seventy dia thirty, okay lah adil. So, 3 tahun ke 5 tahun saya tak ingat. Kemudian saya sign dengan Neo Gendang [inaudible – 1:09:56]. Saya dengan Ada Exists takde masalah payment semua up to date. Tapi cuma dia orang artis dia orang tak boleh focus sangat dengan publishing. So, saya masa tu saya dah nampak benda ni saya perlukan publisher yang boleh buat kerja untuk saya. So, masa tu saya nampak Edrie, ramai artis bawah dia. Bukan artis yang popular lah dia jenis dia discover bakat-bakat baru apa semua, so, sign under label dia and then publishing dia jaga. So, okay saya sign dengan dia, saya sign dengan dia, dia sub-published dengan Universal.

Qisthina: Okay...

Shathesh: Okay. And saya tak tahu. Sebab saya cuma sign dengan dia. Dia sub-published sepatutnya dia bagitahu saya tetapi saya tak tahu. So selama kontrak saya dengan dia, saya tak tahu yang katalog saya tu dia sub-published dengan Universal. So, benda yang sama dia standard kontrak, dia ambil template international label punya template. So, saya pun sign lah. Saya pun sign. So, three-plus-two. Habis tiga tahun, auto-renew. So, saya pun tak peduli sebab royalti banyak masa tu. Kan... Kalau lagu hit semua duit semua touched. So, Aubrey pun bagi saya sixty-forty. Saya sixty, dia forty. So, lepas tu the second term tu yang first five years dah habis, second, dia jenis tak bagi statement. So, saya punya reference cuma statement daripada MACP. So, dia sebagai publisher dia tak pernah bagi statement. Kalau ada pun dia screenshot part saya, “Duit kau ni je.” Aku tengok weh dua ratus, tiga ratus, lebih-lebih pun lima ratus. So cuma masa first sign tu, dia bagi advance. Berapa dia bagi? Beratus juga lah. Lima ratus ke dia bagi advance? So tolak-tolak tu, sikit, dua ratus, tiga ratus. Lepas tu saya tanya dia “Eh, asal duit aku sikit? Padahal dalam katalog lagu hit macam “Beribu Sesalan” semua you know.” I tanya dia.

Qisthina: Waktu ni lah?

Shathesh: Dia kata “Tak. Memang banyak ni je.” “So kau kira macam mana?” Baru dia cakap, “Aku tak kira, aku sub-published dekat Universal. So Universal yang kira, statement dia orang hantar, aku screenshot dekat kau lah.” “Oh okay.” So saya try saya dah mula dah fikir ni something wrong somewhere. And then, saya nampak royalti turun betul-betul nampak ketara. Daripada berpuluh-puluh ribu, jatuh bawah sepuluh ribu. Lima ribu, tiga ribu eh something wrong somewhere. Lepas tu saya juga Kimmy. Okay. Saya jumpa Kimmy. Masa tu saya belum kenal dia sebagai publisher.

Qisthina: Oh okay

Shathesh: Jumpa Kimmy, lepas tu Kimmy tanya “Eh, publisher dengan siapa eh?” I cakap, “Dengan Edrie.” “Oh dengan Edrie eh? Edrie sub-published dengan Universal.” So, I cerita lah dengan dia.

Shathesh: Dia macam… Kalau aku… dia kan banyak buat lagu sendiri, lirik pun dia buat sendiri. So dia kata “Kalau aku tak boleh buat, kalau aku rasa… baru aku bagi kau.”

Qisthina: Ohh…

Shathesh: Dia memang macam tu. So, ada dua, tiga lagu lah buat dengan dia. Then, so, eh kita makan sikit, lapar.

Qisthina: Makan dulu lah, abang makan dulu lah.

Shathesh: Buat online boleh?

Qisthina: Sambung online? Boleh.

Shathesh: Boleh?

Qisthina: Uh-huh.

Shathesh: Hmm, dalam pukul… Hari ni juga lah.

Qisthina: Hari ni juga?

Shathesh: Petang?

Qisthina: Petang? Boleh je. Abang punya internet okay je kan?

Shathesh: Internet saya okay. Tapi you boleh record ke?

Qisthina: Tu lah sebab saya tak boleh record sebenarnya. Takut sound dia– sebab saya kan pakai phone saya kan untuk record sebab tu yang saya prefer face-to-face tu. Ke Abang nak saya tunggu Abang shopping? Lepas tu kita jumpa balik.

Shathesh: Lambat kot…

Qisthina: Lama, eh?

Shathesh: Saya pergi beli barang lepas tu, masak, saya nak kena hantar wife saya kerja, dalam tiga lebih lah. Okay macam ni, saya pergi beli barang dulu, then hantar balik rumah, then saya akan datang sini, then kita maybe one hour then saya balik lah.

Qisthina: Okay. Saya tunggu Abang dekat sini je lah.

Shathesh: Nak tengok wayang boleh dekat atas.

Qisthina: So, tak boleh tunggu, eh?

Shathesh: Pergi tengok wayang dulu.

Qisthina: Okay.

Shathesh: Tapi tengok lah show tu, nanti show dua jam.

Qisthina: Kan.

Shathesh: Tak sempat pula.

Qisthina: So, abang datang dalam pukul tiga eh? Tiga lebih?...

Shathesh: Sebelum pukul tiga

Qisthina: Oh, sebelum pukul tiga.

Shathesh: Tak beli barang kejap je mungkin sejam? Sebab rumah saya dekat. 10 minit je dari sini. Saya beli barang hantar balik rumah, then saya datang sini.

Qisthina: Okay. Maaf abang.

Shathesh: Sorry eh, sorry.

Qisthina: Tak saya pun sorry dekat Abang, sampai kena ganggu schedule Abang pula. Saya slow slow makan dekat sini, Abang yang kena gerak. Let's stop the recording.

Qisthina: Lepas tu dia cakap, "Oh Edrie sub under Universal. [inaudible – 0:08]"

Shathesh: Soalan ketiga tu kan?

Qisthina: Uh-huh, tengah dekat soalan ketiga. [inaudible – 0:19] recording.

Shathesh: Okay.

Qisthina: Abang tengah cerita pasal, the last publishing Abang.

Shathesh: Okay. Actually, soalan nombor lima tu dah-

Qisthina: Dah menjawab.

Shathesh: Before TAJA kan?

Qisthina: Uh-huh. Dia dah menjawab juga sebenarnya. Nombor empat…

Shathesh: Okay tak apa lah, saya sambung.

Qisthina: Em-hmm

Shathesh: Actually, banyak dah cover dah, cuma you kena extract daripada situ. Okay. So, saya jumpa Kimmy then baru saya cerita dengan Kimmy pasal isu royalti apa semua. So, Kimmy minta semua statement royalti yang backdated lah, yang sepuluh tahun punya statement. So, saya cerita lah dengan dia, masalah dengan Neo Gendang. So, Kimmy checked statement, lepas tu dia buat pengiraan. Dia cakap banyak lagi duit yang sepatutnya saya dapat, tak dapat. So, first step, dia kata sekarang kena recall balik dengan Universal. So, saya tak boleh direct dengan Universal sebab saya tak ada contract dengan dia orang. So, suruh Neo Gendang request daripada Universal, kemudian kita kira lah apa yang tak ada dalam statement apa semua. So, bila saya request daripada Edry, Edry cakap, “Statement yang Universal bagi itulah yang aku bagi kau. So, duit engkau banyak tu je.” So, aku cakap, “Okay, kau tengok tak statement kau sendiri?”. Sebab dia, dia personally pun dia sub dengan Universal. Saya cakap, “Kalau duit aku banyak tu yang tak dapat, berapa banyak yang kau tak dapat?”. Saya psiko dia, sebab saya rasa kalau saya asyik tembak dia macam saya salahkan dia. Saya cakap, “Okay, kalau aku banyak ni, kau check tak statement kau? Berapa banyak duit yang hilang daripada situ.” Then dia kata, “Tak, aku ambil advance.” So Universal bayar dia advanced. So, dia orang tolak, tolak, tolak lah over the years. So walaupun dah ambil advance, takkan kau tak check berapa dia orang tolak? Kau sepatutnya sebagai publisher, dia sub-publisher. So, kau punya statement, selain daripada writers, writers, yang sign under kau, kau sendiri banyak juga works dia kan? Dia lagu-lagu dia dengan Ella, [inaudible – 4:06] apa semua, Awie. “Kau, kau punya personal statement kau check ke tak?” Baru pun dia macam sedar. So, bila dia request dengan Universal, Universal macam tak bagi kerjasama. Dia tak bagi Kerjasama. So, bila saya pun, ini off record eh, Universal punya MD, also duduk dalam MACP punya Board of Directors. So, dalam AGM MACP saya banyak tembak dia lah. So, nama saya dah panas. So, bila Edrie minta, dia tanya, “Why after so long dia tak pernah tanya, tiba-tiba you tanya benda-benda macam ni?” Then Edrie cakap lah, “I got this writer signed under me, and then, dia nak request.” “Oh… so dia, dia orangnya. Oh…” Dia tak nak release proper information. So, Kimmy kata, tak apa. Kau emel pada Edrie, kau cc: pada Universal. Okay? Minta semua statement yang lepas-lepas suruh dia hantar and then lagu-lagu yang apa… Sebab contract dengan Edrie dah tamat. So dia auto-r,enew, auto renew, auto renew… So, sekarang kita nak stop. So, rights kepada lagu itu semua transfer kepada saya. So, biasa lah, dia tak nak bagi. Yang lain semua dah macam dekat yang Warner, dengan Exists, semua dah release. Saya buat surat, suruh minta release, dia orang release. Tak ada masalah, tapi dengan Universal masalah. Dia tak nak release. Lepas tu dia macam “Oh, if you tak puas hati then you buktikan lah mana yang kita tak bayar apa semua.” So, saya serah pada Kimmy. Okay, “Kimmy you korek lah mana-mana you boleh dapat bukti.” So dia korek lah. Dia korek, korek, korek, korek. So rupanya, ada lagu saya yang Universal countertrade.

Qisthina: Oh… Okay.

Shathesh: Lagu saya dengan Aubrey. Aubrey, dia publishing sendiri. Dia tak ada sub-publisher, dia publishing sendiri. Saya [inaudible – 6:54] sub-publisher. So, Universal claim lagu, counterclaim. So, duit ke Universal.

Qisthina: Maksud counterclaim dia tu, dia lah yang kutip.

Shathesh: Dia kutip.

Qisthina: Faham

Shathesh: Okay, itu satu. Kemudian, segala payment yang macam lagu tu diguna untuk program TV apa semua. Sepatutnya sebelum dia bagi rights untuk TV guna lagu tu, dia kena tanya kita.

Qisthina: Betul.

Shathesh: Sama ada melalui publisher atau direct. Tapi tak, dia main bagi je. Dia main bagi, lepas tu payment dia ambil.

Qisthina: Oh, okay.

Shathesh: Dia ambil payment lepas tu dia tak bayar kita. So, Kimmy pun korek. Korek, korek, korek, korek, ada dekat tujuh belas ribu.

Qisthina: Wow, tujuh belas ribu eh.

Shathesh: Tujuh belas ribu itu tak habis kira, itu yang tu macam separuh jalan, okay. So, kita tanya Kimmy, okay macam mana nak claim duit ni. Dia kata, "Okay, kalau kau pergi direct memang takkan dapat." Kalau suruh Edrie claim, also mungkin Universal takkan layan. Okay? Sebab Universal akan cakap, kita orang dengan your writer, tak ada connection langsung, tak ada contract. So, mungkin dia orang tak layan or akan ambil masa yang panjang. Kimmy recommend lawyer.

Qisthina: Okay.

Shathesh: Okay. So, lawyer ni pula dia nak fight kes-kes macam ni, for free.

Qisthina: Oh?!

Shathesh: For free, for free.

Qisthina: Siapakah lawyer tu?

Shathesh: Lawyer Kimmy lah tu. So, saya duduk bincang dengan lawyer, tunjuk semua evidence, apa semua so he studies the cas. Hantar surat pada Edrie, suruh Edrie bagi amount tu lah, banyak ni, Neo Gendang kena bayar saya. Kalau dia nak dispute, then dia kena tunjuk statement lah. Sebab selama saya contract dengan dia, dia tak pernah bagi statement yang complete. Semua macam screenshot, screenshot, sikit, sikit, sikit. So, Edrie pula kata, "Eh, tak, aku tak simpan lah benda-benda ni semua." Saya cakap, "Tapi kau ada contract dengan aku, paperwork kau tak buat. At least kalau kau simpan statement tu, kau boleh refer balik.”

Qisthina: Betul.

Shathesh: So cerita dia berbelit-belit lah dia kata, “Ada dalam kotak [inaudible – 9:53] kita cari.” Cari lah, “Aku takde staf.” “Itu masalah engkau bukan masalah aku.” “Eh, banyak ni duit.” Saya cakap, “Memanglah engkau, sebab kau tak kira. Kau tak pernah kira. Kau cuma ikut cakap Universal. Okay? Kau ikut cakap Universal. And then segala statement yang Universal bagi, dia cuma bagi sebab kau dah ambil advance. So dia tolak, tolak, tolak. Tapi writers yang signed under kau tu, kau tak ada statement yang betul-betul complete. So dia balik kepada Universal, Universal dah tak nak layan, okay, Universal tak nak layan. Then fight, fight, fight, like this, then lagu dia release, Universal release lagu, then lawyer cakap, “Okay, sama ada you bayar ataupun kita bawa ke mahkamah.” So, settle dulu, kalau tak kita bawa ke mahkamah. And dia kena sign document yang amount ni dia settle dulu kemudian terpulang pada saya, sama ada saya nak proceed lagi, suruh Kimmy korek lagi, and then suruh dia bayar, ataupun saya biarkan je. So, panggil Edry datang lawyer punya office lah. Lepas tu bincang, lepas tu dia kata, “Okay. Tujuh belas ribu, okay. So tapi lawyer tak minta full amount lah. Dia kata, “Okay, engkau boleh bayar bulan-bulan. Sebulan tiga ribu macam tu, kau bayar sampai habis lah. So dia negotiate, “Okay, tujuh belas, aku bayar kau deposit sekarang lima ribu. Tapi kau bagi discount. Kurangkan ke dua belas ribu.”

Qisthina: Lima ribu beza.

Shathesh: Daripada tujuh belas, dia kata, “Kurang ke dua belas so on-the-spot aku bagi kau deposit and then, aku bayar bulan-bulan.” So, lawyer kata, “You decide lah. Kalau you okay, okay. Kalau tak, then we have to stick to the seventeen lah.” So, saya pun fikir Edry ni kawan, lama kenal. So, memang silap dia tapi saya tak nak macam terlalu berkeras lah. So saya okay. Kita settle dengan dua belas ribu. So bayar deposit, and then bulan-bulan. So dia bayar bulan-bulan, sampai habis. Sampai habis, settle. Tapi, masalah dia dengan Universal, saya tak tahu, saya tak tahu. Sebab dia pun dah macam dah malas nak kejar Universal sebab itu masalah dengan label international ni. Dia orang fikir dia orang besar, so dia orang boleh control semua. So, Edry pun tengah busy dengan Wings apa semua, so benda tu macam tergantung lah. So lepas settle apa semua, lepas tu dia, saya jumpa dia dekat AIM.

Qisthina: AIM.

Shathesh: Lepas tu dia kata, “Eh, aku tak puas hati lah. Macam mana kalau kau, duit kau banyak tu, aku punya lagi banyak.” I said, “Kau pergi lah balik ke Universal, kau tanya itu hak engkau." Kan? "Aku tuntut hak aku. Kan? Kalau kau fikir aku punya tujuh belas ribu, kalau kau ingat kau punya lagu lagi banyak [inaudible – 14:01] tu. Kalau duit kau ada tiga puluh ribu ke, lima puluh ribu ke, kau pergi fight dengan Universal. Kenapa kau takut? Kan? Kau pergi fight. Itu hak engkau. Aku tak boleh masuk campur. Aku minta aku punya. Kau punya kau kena fight sendiri." Saya tak tahu lah dia pergi fight ke tidak, saya tak tahu. Tapi saya dengar dia ambil lawyer. Dia ambil lawyer so tak tahu lah kes tu berlajan ke. Sebab banyak dokumen-dokumen yang dia tak keep record.

Qisthina: Ah…

Shathesh: Em! Semua campak sana campak sini so dia nak trace balik memang susah lah. Sebab dia tak ada staf.

Qisthina: Oh…

Shathesh: Dia one-man-show.

Qisthina: One-man-show!

Shathesh: So, susah lah saya cakap. Kalau kau nak settle, lepas tu dia ada juga jumpa Kimmy.

Qisthina: Oh, okay.

Shathesh: Dia jumpa Kimmy. Lepas tu Kimmy korek, korek, korek, ada benda macam sepatutnya Edry bayar, bayar writers, tak bayar.

Qisthina: Oh, dia pun tak tahu.

Shathesh: So, bila cakap, "Kau ada hutang dengan orang ni, orang ni... "Nanti lah settle!" Style dia. So benda tu macam tu lah. So, ramai publishers yang tak buat kerja, tak buat kerja. Dia orang, ye lah, dia publisher ni banyak benda kena monitor – lagu ke radio, lagu guna untuk program TV, guna untuk kempen, kempen marketing campaign, brand besar-besar macam Hotlink ke, guna lagu-lagu kita so benda tu semua tugas publisher. Publisher kena pantau, okay. Biasanya macam brand-brand besar ni, dia kena minta kebenaran dulu. So, dia sama ada direct ke publisher ataupun direct kepada kita, songwriters. So, harga tu ditentukan, kalau macam Kimmy dia ada standard rates lah. Okay, kalau guna untuk TV berapa? Kalau guna untuk kempen marketing, berapa? So, kita boleh refer balik. Kalau brand tu direct ke kita, saya cakap okay, "Kita refer balik dengan publisher, minta harga berapa, then kita bagitahu lah. Okay, kena bayar banyak ni, then you boleh guna lagu tu." So, ramai publisher tak buat kerja macam tu. Okay. Ada juga publisher yang ambil payment, kalau orang approach dia bagi quotation, lepas tu dia terima payment, tapi payment tu tak sampai pada songwriters. Ramai yang ada menipu macam tu. Yang paling banyak menipu budak-budak baru lah. Yang tak baca contract, yang itulah, kejar glamour je. Okay? Kejar glamour je. So, kita perlukan kesedaran. Awareness ni penting. Music business ni bukan sekadar buat lagu, nak apa nak glamour, bukan. Itu dia punya bahagian kewangan music industry ni besar. Dia satu perniagaan yang besar. So ramai yang, sekarang ni dah mula lah sedar sikit, sikit, sikit. Orang kejar royalty, kejar badan berlesanan semua. It’s a good thing. Tapi akan ambil proses masa yang panjang. Sebab sistem tu dah betul-betul berpihak pada kartel yang saya sebut tadi tu. Ada satu golongan yang control industry. So, kita nak masuk nak pecah belah kan dia orang tu, bukan senang, bukan senang. Rights lagu-lagu yang ada macam lagu-lagu P. Ramlee, siapa pegang rights?

Qisthina: [inaudible – 18:49]

Shathesh: Siapa pegang rights dia?

Qisthina: Oh, dia punya…

Shathesh: Bukan orang-orang sini.

Qisthina: Eh? EMI.

Shathesh: EMI, tak EMI dia actually dah jual katalog ni semua pada Universal. So, yang pegang rights, kalau tak silap lah, Universal Hong Kong.

Qisthina: Hong Kong?! Oh.

Shathesh: So, lagu-lagu kita deed rights tu milik orang lain. Orang luar daripada Malaysia tau.

Qisthina: Wow!

Shathesh: So, banyak lagu-lagu lama bila company, company international ni tutup atau, apa, tukar, tukar management. Katalog tu dijual, orang luar beli.

Qisthina: Macam tu eh…

Shathesh: So duit tu, tidak berpusing dalam Malaysia. Duit tu keluar. So, benda ni ramai tak sedar. And then dia punya jangka hayat lagu tu jadi lima puluh tahun, okay. Lepas lima puluh tahun, lagu tu jadi entiti yang bebas. So, siapa-siapa boleh guna lagu tu, cuma tak payah bayar. So, sebab tu kita tengah fight untuk lanjutkan lima puluh tahun jadi tujuh puluh tahun atau seratus tahun. Macam lagu-lagu P. Ramlee, tahun depan last. Tamat lima puluh tahun je, siapa-siapa boleh guna lagu dia, free. So, dia punya apa, waris-waris dia tak boleh tuntut. Sebab lagu dah bebas. So benda-benda ni, kita tengah fight lah. So supaya lagu-lagu kita tak disalahguna. Okay apa lagi? Next.

Qisthina: Soalan empat nak tanya apa? Sebab terus ke soalan lima. Jap…

Shathesh: Ada sign… Yang lima tu dah jawab.

Qisthina: Nombor empat pun sebenarnya dah… Nombor empat, tapi maksudnya macam apakah yang tahu pasal hak cipta karya tu. Maksudnya royalty apa yang ada.

Shathesh: Royalti sebenarnya berkait, bukan berkait lah dia harta intellect. Okay. Satu kategori dengan, macam, novel. So, music, lagu atau lirik, dia ialah harta intellect. Okay, bila kita berkarya, hak tu, adalah hak kita. Bila orang nak guna, kena bayar. Okay. Contoh, macam satu jenama, macam brand, macam McDonald's. Kalau kita beli franchise dia, itu termasuk harga franchise tu termasuk perniagaan dan juga jenama McDonald's. Sama juga kita buat lagu. Lagu tu kalau orang nak guna, contohlah Isabella lah, kalau orang nak guna, Isabella tu adalah satu jenama. So kalau awak guna benda tu, kena bayar. Dia bukan free, melainkan kalau pencipta lagu tu sendiri bagi kebenaran, "Okay, kau guna lah untuk free." Selagi dia tak bagi kebenaran, kau kena bayar, ada harga. Okay. So, itu peranan publisher untuk tentukan karya-karya ni, yang sign under contract dengan dia orang tu, hak dia orang terpelihara. Itu pentingnya publisher. So bila publisher buat kerja, kita sebagai pencipta lagu, penulis lirik, walaupun kalau dia minta dia punya share tu fifty-fifty ke, sixty-forty ke. Kalau sayalah secara peribadi, saya okay. Sebab dia buat kerja. Kalau dia tak buat kerja, saya rugi besar. So dia buat kerja, so at least dia nak ambil dia punya portion okay. Cuma, ramai apa, yang buka publishing company tak tahu apa fungsi publisher ni. Yang dia orang nampak, aku buat lagu aku, okay, ni lagu aku, so, aku buat publishing sendiri so aku dapat duit dari sini, aku dapat duit dari sini. Dua bahagian dapat duit. Okay. Dia fikir duit je. Tapi dia tak sedar untuk dapatkan, apa, duit daripada bahagian publisher tu, berapa banyak kerja dia kena buat. Dia tak faham. Sama ada tak faham atau tak buat. So, gagal. So bila dia publish sendiri, lagu sendiri. Okay. Bila kena tipu macam tu, dia cuba salahkan badan perlesenan. So macam MACP cakap, "Eh, you published lagu sendiri so you lah kena kerja benda-benda macam ni bukan dia orang punya kerja." So bila tak faham jadi konflik. Salahkan orang tu, salahkan orang ni. So, kesedaran tu, tak ada. So, especially artis-artis baru lah. Yang langsung tak ada experience, yang tak faham macam mana benda ni berjalan. So dia orang fikir, aku boleh buat duit belah sini, aku boleh buat duit belah sini. Macam dia fikir duit je. Dia tak fikir kerja yang melibat untuk dapatkan duit tu, berapa banyak, dia tak terfikir. And then contract pun, contract copy paste. Dia sama ada download online, ataupun, ada contract yang lepas-lepas dengan record company ke apa. Tengok, ubah sikit-sikit jadi contract. Padahal, dia punya clause pun, dia sendiri tak faham, okay. Banyak macam ni dalam industri. Kita yang banyak membaca pun kadang, eh ini ada clause yang ada lebih daripada, ada maksud-maksud yang tersirat. Kita tak faham. Itu lawyer-lawyer je yang faham. So kita kena dapatkan nasihat lawyer. Jangan pandai-pandai nak tunjuk pandai, baca sekali dah faham, tak ada. Undang-undang ni benda yang rumit. Dia boleh putar belit, putar belit. Kita rasa kita betul tiba-tiba eh, kita salah. So benda ni terlalu complicated. So, apa, terjawab tak soalan tu?

Qisthina: Terjawab, terjawab.

Shathesh: Okay.

Qisthina: Kejap… Next! Soalan nombor enam pun dah jawab sebenarnya.

Shathesh: Okay.

Qisthina: Okay, isu ni. Yang ni sebenarnya kind of dah bercerita juga sebenarnya.

Shathesh: Dah, dah. “’what is the benefit [inaudible – 27:06]

Qisthina: Soalan last lah kot, soalan last.

Shathesh: Oh, lapan ni last eh? Okay.

Qisthina: Banyak dapat bahan.

Shathesh: Okay. Saya cerita secara global, lepas tu saya masuk ke Malaysia. Secara global. Kalau kita tengok US. US, UK, dia orang punya market terlalu besar. Dia orang merangkumi seluruh dunia, okay. Benda-benda yang menjadi, kalau kita lihat, kita ambil contoh lah. Kita ambil, siapa eh, Jay-Z.

Qisthina: Jay-Z.

Shathesh: Okay. Or artis-artis hip-hop lah. Kita tengok dia orang dengan bling-bling, kereta Lamborghini, apa semua. So, generasi muda bila dia tengok artis macam tu dia akan, itu akan jadi…

Qisthina: Example.

Shathesh: Example, inspirasi untuk dia orang buat music. Sebab dia nak jadi macam tu. Mana-mana rock band ke, U2 ke, Metallica ke. So bila generasi muda, muda kira bukan yang dah mula main muzik tau, daripada kecil. Okay. Tu umur lima tahun, enam tahun. Bila dia tengok benda-benda ni, benda tu jadi macam “Weh, I want to become a rockstar.” “I want to become a hip-hopper.” Dia jadi motivation. Nak jadi macam tu. And then, lifestyle dia. Dia orang buat world tour, travel private jet. So benda ni semua lifestyle sebagai artis akan jadi sumber inspirasi kepada, apa, daripada kanak-kanak sampai dia start main muzik apa semua. Inspirasi. Of course, market dia orang besar. Dia orang punya bahasa diterima seluruh dunia. Okay? So dia tak ada limitation, tak ada limitation. Mana-mana, even Jepun pun dengar lagu Amerika. Tapi negara-negara Asia, kita dengar lagu Jepun tak?

Qisthina: Sometimes.
Shathesh: Sometimes, okay. Kita dengar lagu Korea tak?
Qisthina: Sometimes.
Shathesh: Sebab K-Pop.
Qisthina: K-Pop.
Shathesh: Okay. Kita dengar lagu India tak?
Qisthina: Sometimes.
Shathesh: Sometimes. Everything ada limitation sebab language barrier. Lagu Melayu, ada ke orang Australia dengar? Tak ada. Orang Malaysia yang duduk Australia dengar lah. Tapi Australia Australia tu dengar? Tak! Sebab dia orang tak faham.
Qisthina: Okay.
Shathesh: Okay, dia tak faham. Sama juga, Africa, tak faham. So ada language barrier. So, limitation market kita kecil. So kita berpusing Malaysia, Singapore, Indonesia, Brunei. Itu je.
Qisthina: Itu je.
Shathesh: Itu je. Tak boleh luar daripada situ. Kalau nak pergi luar daripada situ, music tu kena betul-betul appeal kepada orang luar. Contoh, album Hijau, Zainal Abidin.
Qisthina: Okay.
Shathesh: Okay. Album tu memang lain daripada yang lain. So sampai ke Jepun, sampai ke US orang dengar. Orang dengar not because of the bahasa, but because of the music. Okay. So, dekat Malaysia, apa yang jadi sumber inspirasi pada anak-anak muda.
Qisthina: [inaudible – 31:50]
Shathesh: Ada tak kita pernah dengar lagi, “Aku nak jadi macam Amy Search lah.” “Aku nak jadi macam Erra Fazira lah.” Ada ke? Tau kenapa tak? Kenapa? Sebab media kita.
Qisthina: Ah... okay.
Shathesh: Apa yang media tunjuk dalam TV? Artis veteran sakit, tak ada duit, minta bantuan, bawa teksi. Dulu peak star, sekarang bawa teksi. Apa program TV3 tu?
Qisthina: Bersamamu.
Shathesh: Bersamamu.
Qisthina: Bersamamu!
Shathesh: Melody, tunjuk cerita kontroversi. Orang ni buat ni, orang ni gaduh dengan ni. Orang ni sakit terlantar dekat hospital, tak ada orang bantu. Apa, kerajaan tak bantu. So, kalau you ada anak, you nak galakkan anak you jadi artis tak?

Qisthina: Memang tak.

Shathesh: Sebab dah masuk dalam kepala tak ada masa depan. So macam mana industri nak bergerak? Susah. Unless you betul-betul pandang benda-benda yang positive je. Tapi media kita bukan tunjuk [inaudible – 33:20] positive, dia tunjuk yang buruk-buruk. Sebab itu yang orang nak tengok.

Qisthina: It’s just drama.

Shathesh: Betul, suka drama. Banyak program-program realiti cerita tu dijadi-jadikan, bukan cerita betul pun. Dijadi-jadikan supaya orang tonton, rating naik. So sama macam music industry, sama. Cuma satu golongan kecil artis-artis yang betul-betul berjaya. Yang betul-betul, selain daripada dunia hiburan tu, dia orang dah berkembang buat bisnes. So, hidup mewah. Golongan tu terlalu kecil. So bila budak-budak kecil, even education, music education, kalau dekat US, dekat Australia, UK, budak-budak umur lima tahun, enam tahun, dah boleh main music. Because dia orang memang emphasised, music is a, apa ni, is the future, dalam music. Sini tak. Kita dekat sekolah dulu belajar apa? Belajar main recorder. Itu pun darjah satu sampai darjah enam, satu lagu pun tak boleh main complete. Semua separuh jalan. Megaraku pun tak boleh main. And then, bila masuk sekolah menengah, ada sekolah muzik kan? Saya rasa ada.

Qisthina: Ada sekolah...

Shathesh: Saya rasa ada satu dua je.

Qisthina: Sekolah seni.

Shathesh: Tak banyak. So budak-budak yang dekat situ je belajar. Sekolah-sekolah lain? Mengharapkan kalau you pergi music school Yamaha ke apa, ataupun, belajar sendiri. So macam mana industri kita nak berkembang? Sebab sistem pendidikan tak titik beratkan muzik sebagai satu kerjaya. Ada tu ada lah, Aswara. Nak masuk UKM, fakulti muzik, ada. Tapi dia tak, apa, dia tak buat kempen, tak buat, dia tak promote muzik sebagai satu kerjaya. Actually, bidang tu besar. Bukan sahaja penyanyi main muzik ke, jadi engineer, jadi record label executive. Actually, banyak pekerjaan yang ada dalam muzik industri tapi it’s macam, tak ada, tak dititik beratkan. Itu disadvantage music dekat Malaysia. Kenapa Indonesia lagi hebat daripada kita? Kenapa? Bukan sahaja population dia orang besar, bukan. Dia orang punya muzik, macam-macam. Daripada dangdut, daripada jazz, daripada pop ke, rock ke, genre tu terlalu banyak and then following tu pun banyak. Kalau dekat Malaysia berapa ramai yang dengar jazz? Tak ramai. Dekat indonesia, jazz following besar. Rock jangan cerita lah. Rock dengan pop jangan cerita. Itu memang besar-besar. Dangdut besar. Sini dangdut sekejap je lepas tu habis. Tapi saya tengok, budak-budak indie sekarang banyak yang dah mula experiment. So, underground ramai. Ramai musician, musician, band dah start experiment music yang kita tak pernah dengar dalam mainstream. Dia record label dia tak promote mainstream. So, untuk budak-budak ni berkembang is a struggle. Bukan senang sebab tak ada modal, you know, pakai duit sendiri nak record, and then record murah-murah pun tak ada qualiti. So dia orang nak apa, nak naik ke mainstream tu susah. So, it's a, banyak pihak kena mainkan peranan. Kerajaan, sistem kena titik beratkan muzik. And then, dia orang kena bagi penghargaan kepada guru-guru muzik. Tak kiralah you ajar muzik dekat Yamaha Music School ke, dekat mana-mana sekolah private ke, sekolah kerajaan ke. Kita tengok macam ramai artis yang ada, dia orang punya permulaan tu, asas tu, daripada cikgu-cikgu muzik yang orang tak kenal. Cubalah you interview setengah-setengah artis ni. "You main muzik sejak bila? Siapa ajar?" "Oh cikgu muzik aku, dulu main dekat asrama, petang-petang belajar gitar." So, tapi cikgu tu orang tak kenal, dia orang je kenal, budak-budak sekolah ni je yang kenal. Grammy, Grammy Awards, dia ada satu kategori yang dia bagi award kepada guru-guru muzik.

Qisthina: Wow!

Shathesh: Cuma masa kita tengok award dekat TV tu, dia tak tunjuk. Sebab dia tunjuk yang main, main category je. Tapi dia ada category music education semua. Dia hargai, sini tak ada.

Qisthina: So macam, "Best Music Educator", macam tu lah?

Shathesh: Ada.

Qisthina: Oh, saya pun tak tahu.

Shathesh: Sini tak ada. Sini tak ada. So, kita tertinggal jauh. So kita nak kejar benda ni, banyak benda kena tukar, banyak sistem kena tukar so, kena ada aktivis lah.

Qisthina: Aktivis.

Shathesh: Kena ada aktivis yang betul, apa, all out untuk tukar. Benda ni akan ambil masa ke lima puluh tahun, seratus tahun, tapi somebody has to start lah. I think Kimmy is one of them yang dah start. Tapi Kimmy more into, apa, contracts, awareness about publishing, and all that. Bukan music education. Dia lebih educate kepada legal side. So, tapi asas tu budak-budak daripada kecil. Macam bola, kita tengok, Liverpool lah, United lah, player, player dia orang start umur empat tahun, lima tahun dah masuk akademi bola. So, arrange lapan belas dia main under 18, lepas tu 21, lepas tu dia masuk, apa? What is that? Senior team. Dia start daripada umur lima tahun, enam tahun. So music pun sama. Kalau engkau umur dah lima belas, lapan belas baru nak start, is a bit late. Lambat. Kalau start daripada awal, lima tahun, enam tahun, you enam belas, dah ready, dah ready. So sini tak ada. Yang masuk sekolah-sekolah private, yang macam Yamaha apa ni semua, Academy, family yang ada duit.

Qisthina: Family yang ada duit.

Shathesh: Yang ada duit. Sebab, bukan murah.

Qisthina: Betul.

Shathesh: Macam Yamaha, piano, sebulan tiga ratus. Seminggu kelas dua kali, setengah jam, setengah jam. Itu je tau, setengah jam. So, masa tu terlalu singkat and then, mahal. Cuba kalau kerajaan, ada kelas muzik sebagai satu subjek. Start daripada darjah satu, sampai tingkatan lima, parents tak payah bayar, bayar yuran sekolah je macam biasa. So, kalau, let's say lah, kita ada darjah satu seluruh Malaysia, katalah kita ada satu juta pelajar. Daripada yang satu juta ni yang mula belajar muzik sampai ke darjah–, sampai ke tingkatan tiga atau tingkatan lima. Daripada satu juta ni, kita ambil dua puluh peratus, dua ratus ribu, yang betul-betul minat. Kan? Dia setakat belajar je tak ada minat tak guna kan? So, yang betul-betul minat kita ambil dua puluh peratus je. Yang betul-betul dah apa, belajar muzik, yang nak jadikan muzik sebagai career, dua ratus ribu. Bila dia keluar sekolah, let's say lah dia–, then after that dia masuk universiti. Dua ratus ribu ni keluar ke market dalam masuk industri muzik. Besar tak?

Qisthina: Besar.

Shathesh: Ada tak, sekarang kalau kita kira, musician campur artis. Macam MACP, musician, songwriter. Ada, sekarang ada empat ribu.

Qisthina: Empat ribu.

Shathesh: Empat ribu je.

Qisthina: Songwriter? MACP? Oh...

Shathesh: Empat ribu je. Lepas tu campur musician, musician, busker, apa semua. Sepuluh ribu lagi. So ada lima belas ribu. Kita punya population ada berapa sekarang? Tiga puluh juta?

Qisthina: Tiga puluh juta.

Shathesh: Tiga puluh juta.

Qisthina: Cuba tengok, [inaudible – 43:50]. Lima belas ribu.

Shathesh: Tiga puluh juta. Lima belas ribu. Berapa percent je, kecil ni.

Qisthina: Sikit je.

Shathesh: So macam mana industri kita nak berkembang?

Qisthina: Betul.

Shathesh: Tapi kalau keluar, dua ratus ribu. Tiap-tiap tahun. Ini darjah satu. Kita kira satu batch je. Lepas tu tiap-tiap tahun tu, masuk, masuk, masuk masuk, so yang keluar tu dua ratus ribu, dua ratus ribu, dua ratus ribu. Bayangkan. So, music education tu, kerajaan kena titik beratkan benda ni. Kalau tak kita tak boleh capai tahap K-Pop. Kenapa K-Pop boleh boom? Sebab kerajaan dia orang, daripada, I tak ingat President mana, President yang lepas kot. Dia bagi arahan kepada menteri-menteri dia. Dia kata, "Music have to be an export brand of Korea." So, masa tu dia orang dah ada Hyundai, dah ada Samsung. So, tapi itu produk yang macam electrical, elektronik, industri kereta. Dia kata dia nak muzik jadi produk Korea. Itu yang dia orang develop K-Pop tu, sampai ke tahap ni.

Qisthina: Tapi ye lah dia orang punya muzik school pun memang every school pun memang ada alat muzik, memang ada bilik muzik.

Shathesh: So, kalau kita nak bawa muzik Malaysia ke luar supaya satu dunia pandang, kalau kita buat macam ni sampai bila-bila pun tak akan capai, tak boleh capai. Selagi kerajaan tak bawa muzik ni sebagai satu subjek, tak boleh. Kalau kita harapkan apa, graduate daripada Aswara, tak cukup, tak cukup. Dia, ekosistem dia, makin banyak artis makin banyak pekerjaan. Kalau kita, dalam dua ratus ribu tu katalah lima puluh ribu penyanyi, dua puluh ribu lagi musician, sepuluh ribu lagi producer. So kerja bertambah. Artis, sebab nak support artis tu, nak buat production. So the ekosistem tu bertambah. Tapi kalau kecil, macam mana? So musician tak ada job. Tahan enam bulan, tujuh bulan tak ada job, tak boleh cari makan lah aku. Aku buat grab lagi banyak duit.

Qisthina: Ayat kawan saya.

Shathesh: Betul, ramai. Ramai. Tak boleh cari makan, musician tak boleh cari makan. Lepas tu tak boleh main club, tak ada job. Jadi rider. Sebulan tiga ribu, empat ribu. Aku kalau konsert tak ada. So ekosistem tu, kita kena kembangkan, kembangkan. So selagi tak start daripada sekolah, tak boleh campur. Itu ramai tak sedar. Kalau kita minta, "Muzik ni boleh cari makan ke?"

Qisthina: Hmm.

Shathesh: Itu je. Persepsi tu "Tak boleh cari makan ke?" Tak. Dia kena berkembang. Artis luar pun Jlo lah, apa lah, dia tak fokus pada dia punya career muzik je. Dia, bila dia dah berjaya sebagai artis, duit yang dia dapat tu, dia buat bisnes. Dia jadi duta produk. Ada produk sendiri. Perfume lah, makeup lah guna nama dia. So dia ada income daripada tu. So, bila dia, beza sana dengan sini. Sana kalau artis senior, lagi banyak duit dari segi royalti.

Qisthina: Oh...

Shathesh: Okay. Sebab katalog dia orang jadi value lagi meningkat.

Qisthina: Oh...

Shathesh: Sini, sini tak. Tengok macam lagu Michael Jackson, Beatles. Beatles tu, berapa dah dua orang dah mati. Tapi Paul McCartney, highest earning artist. Dia bukan main show pun. Dah tua.

Qisthina: Betul!

Shathesh: Tapi duit royalti dia punya banyak. Sebab katalog Beatles tu mahal.

Qisthina: Oh, jadi even katalog pun ada rate harga?

Shathesh: Yes.

Qisthina: Oh...

Shathesh: Makin lama value tu besar lah. So dia jual berjuta-juta. Sini, artis makin tua makin miskin sampai apa, tak ada rumah. Kenal Toki?

Qisthina: Tak kenal kot.

Shathesh: Toki.

Qisthina: Macam pernah dengar.

Shathesh: Dulu rambut panjang, rockers juga lah.

Qisthina: Macam pernah sebut. Abang [inaudible – 49:32].

Shathesh: Tak ada rumah, buat pondok dalam hutan, laki bini. Saya cakap, "Eh, dulu punya lah popular." Sini, tengok lah artis-artis veteran. Seronok, tak ada duit, tak ada show. Kenapa? Sebab ekosistem industri tu tak support. Sana artis tua-tua masih boleh buat concert tour.

Qisthina: Oh!

Shathesh: Umur dah enam puluh, masih boleh buat tour sebab ada demand. Ini tak ada.

Qisthina: Paling latest kalau batch saya lah kan, "Uish Westlife dah tua-tua pun datang Malaysia lagi."

Shathesh: Itu zaman saya sekolah tau?!

Qisthina: Westlife zaman sekolah saya juga, zaman sekolah rendah lah. Tapi ya...

Shathesh: Senior ada?

Qisthina: Uh, tapi still ada orang pergi Westlife lah, Westlife lah!

Shathesh: Hah orang pergi, try lah buat. Dia orang buat world tour. Sini buat reunion tu apa, Ruffedge buat.

Qisthina: Hah ada.

Shathesh: Okay lah ada crowd, ada crowd.

Qisthina: Ada crowd.

Shathesh: Tapi try buat road tour.

Qisthina: Mungkin tak...

Shathesh: KL okay lah. Cuba main dekat Ipoh ke, Penang ke. Tak ada orang. So, tak ada support. So itulah industri kita sekarang. Yang kita nampak dekat TV macam, Anugerah Bintang Popular, Berita Harian, kita tengok AJL, tengok AIM. Kata, "Oh artis glamour eh, glamour eh!" Tengok glamour dia berapa lama. Berapa ramai yang boleh sustain. Sheila Majid, [Emil Mazin – 51:20], Amy, Ella. Yang tu yang besar-besar lah, Siti. Yang lain? Yang, okay lah tu kategori A. Kategori B? Cuba cari mana dia orang? Kategori C? Kategori D?

Qisthina: Kategori B, Hafiz ada lagi kan?

Shathesh: Hafiz ada lagi lah, cuma dia tak ada lagu baru so dia dah slow. Ramai ynag dah sendu, macam dah putus asa dengan industri muzik. Dah tak ada show, royalti kena tipu, tak dapat bayaran. Organiser, macam show apa semua bayar sikit sangat. So, so banyak-banyak benda. Kalau kita nak support, sustain artis-artis lama, kena ada union. Kalau ada show, let's say lah contoh, kita ambil artis lama. Siapa...

Qisthina: Yang like really, really lama ke apa?

Shathesh: Uji Rashid, Uji Rashid.

Qisthina: Uji Rashid.

Shathesh: Contoh. Dia dah umur tujuh puluh lebih dah umur dia. Okay, kalau kita nak ambil show dia. Okay. Kalau kadar sekarang, rasa organiser lebih-lebih pun bayar dia pun dalam tiga ribu, empat ribu maximum. Okay? Kalau kita ada union kita boleh set artis veteran macam tu harga dia minimum, lapan ribu. So minumum kena bayar dia lapan ribu. So dia senang tak? Sebulan dapat show pun dah boleh hidup. Ini bayar tiga ribu. Itupun bayar separuh lepas tu habis show, lari. Separuh lagi tak dapat.

Qisthina: Sedihnya tiba-tiba.

Shathesh: So kita tak ada union. Kita tak ada guideline. Tak ada fixed rate. Macam dekat Australia semua it's fixed rate. Kalau artis ni, okay, kalau dia orang ikut populariti. Kalau dia banyak album, berapa album, okay, ini dia punya rate. Tak boleh negotiate tau?

Qisthina: Oh...

Shathesh: Tak boleh negotiate, melainkan organiser tu macam ada tour. Ada, okay dia janjikan ada lima belas konsert. So satu konsert punya duit, let's say lah satu juta, so ada guarantee ada lima belas show. Mungkin satu juta tu akan jadi sembilan ratus ribu, lapan ratus ribu untuk satu show. Boleh negotiate. Tapi kalau one off show, ini je rate. Dah fixed. US pun macam tu. Coldplay apa semua ke, dia orang tour, dia orang punya rate tu fixed.

Qisthina: Oh...

Shathesh: So organiser kena bayar. Kalau dia punya payment five million per show? Bayar five million.

Qisthina: Oh...

Shathesh: You tak boleh cerita, “Eh you’re my friend.” Tak ada! Tak ada! It’s very professional. Dia orang punya management fixed. It’s you pay this and then, apa commitment yang artis kena bagi and then, you as a concert promoter, organiser apa you kena buat. You punya promotion apa semua. What you [inaudible – 54:57], sign contract. Okay, dia orang professional. You bayar, you fulfill the contract dia orang perform. Sini tak. Berapa ramai artis yang ada fixed rate? Try minta quotation dengan artis yang betul-betul bagi you rate cut, Dayang, Siti, Amy, Ella. Lepas tu Rocket Fuel punya artis, Rocket Fuel Astro tu Ernie Zakri. Itu semua ada fixed rate. Yang lain? Cincai-cincai je. Harini call tiga puluh ribu, esok call lima puluh ribu. Eh, asal rate kau lain-lain?

Qisthina: Hmm...

Shathesh: Tak ada fixed.

Qisthina: Ni dia orang pun main set je.

Shathesh: Main set. So, kita banyak benda lah dalam industri ni kalau nak diperbetulkan akan ambil masa yang lama. And then music, artis dengan artis kena respect. Kau cari makan, aku pun cari makan. Jangan ada organiser call aku untuk show, aku kurut sepuluh ribu. Tiba-tiba managem–, artis lagi satu tu call kata, “Eh, I perform lah tujuh ribu.” Of course lah organiser tu nak bayar kurang, dia ambil dia. Lepas tu, dua ni bergaduh.

Qisthina: Oh...

Shathesh: Eh dia dah ambil aku dulu, lepas tu engkau tiba-tiba masuk. Aku tak ada job.

Qisthina: Ada juga macam tu?

Shathesh: Banyak berlaku benda macam tu, banyak.

Qisthina: Okay, tak pernah dengar lagi. Nanti saya [inaudible – 56:39] kerja.

Shathesh: Banyak.

Qisthina: Okay. Ni in the fame of the artis lah ni?

Shathesh: Kena respect. Dekat Indonesia tak ada masalah, dekat Malaysia ada

Qisthina: Malaysia ada.

Shathesh: Sana, cerita lah. Duduk lah dengan Dewa ke, dengan Peterpan ke, Sheila On7 ke, semua very professional.

Qisthina: They respect each other.

Shathesh: Respect each other. And then, somemore ada management yang betul-betul buat kerja. Management yang betul-betul professional, yang advice artis. Okay, kalau macam ni, macam ni, duit macam ni, royalti macam ni, show macam ni. Everything professional advice. Sini tak ada. Sini ada tak ramai. Sikit-sikit manager dia bapa, kakak, abang. Kau orang tau ke pasal this legal things. Tau ke baca contract? Tak tau pun tiba-tiba jadi manager artis.

Qisthina: Oh, faham.

Shathesh: Oh, anak saya pandai nyanyi lah. Kau tau record kan? Saya jadi manager. Apa kau tau pasal legal? Kau tau ke baca contract?

Qisthina: Tak qualified.

Shathesh: Tak qualified. Walaupun tak qualified, kalau ada experience dia pernah kerja dalam record label ke atau pernah kerja dengan publisher, at least dia ada knowledge tu, okay. Ni tak. Ramai. Tengok Misha Omar, kakak dia manage.

Qisthina: Oh, ye ke?

Shathesh: Apa kakak dia tahu? Dulu I pernah call untuk quotation, show dekat Ipoh. Dalam contract, dia minta flight.

Qisthina: Minta?

Shathesh: Minta flight.

Qisthina: Flight? Oh, flight. Okay,

Shathesh: So saya tak, flight apa yang minta landing dekat Ipoh? Kalau minta Wellfire ke apa I boleh lah provide dari KL ke situ. Ni minta flight. I nak book flight apa pergi Ipoh? Lepas tu “Oh, oh. Sorry, sorry.”

Qisthina: Oh...

Shathesh: So nampak eh, orang yang tau je ingat bodoh kau jadi manager. Manager artis macam ni? A lot dalam industri.

Qisthina: Copypaste kot?

Shathesh: Kes copypaste. Yang tak tau pasal industri, tak tau nak negotiate, tak tau nak deal. Ramai.

Qisthina: Pun ada things juga kan, dia ada share contract. Betul.

Shathesh: It’s a big thing lah, it’s a big thing. Kalau kita nak create satu ekosistem untuk industri dia proses dia lama. Rasa saya dah mati, Kimmy dah mati pun belum tentu pun benda ni boleh jadi. Okay, ada lagi soalan?

Qisthina: Tak ada. Tu je kot. Ada apa-apa kata penutup ke?

Shathesh: Nak cakap apa eh...

Qisthina: Our topic besar saya is on musical work, tapi abang dah cover sampai the whole industri Malaysia.

Shathesh: Walaupun industri ni tengah sakit, I think kalau masing-masing just carry on dengan peranan masing-masing, it’s good enough lah.

Qisthina: It’s good enough lah.

Shathesh: Jangan berhenti berkarya.

Qisthina: Jangan berhenti berkarya.

Shathesh: Jangan berhenti. Jangan sebab kau tak boleh cari duit dalam industri kau stop. Musician ni dia tak boleh mati. Kalau dia stop, dia pergi jual burger ke apa ke, dia jiwa music tu tak akan mati. So, jangan stop. Kau musician ke, kau penyanyi ke. Just carry on. Rezeki tu, kalau ada adalah. But jangan stop, jangan give up. Kalau kita asyik fikirkan duit, jangan jadikan duit tu motivasi untuk buat muzik. Duit tu, tolak tepi. On karya ni lebih penting daripada duit. Orang, artis dulu-dulu, dia tak pentingkan duit. Dia lebih pentingkan karya seni, itu yang dia fokus dia orang tu. Duit tu akan datang kemudian. Tapi sekarang, duit dulu. Memang kita perlukan duit, tapi seni ni satu benda yang bukan tak boleh gantung pada duit. Kalau karya kita bagus, duit tu akan datang. Kalau karya kita macam, apa, I selalu cakap, you need to have soul in your music. In your music, your writing, you need to put your soul into it. Kalau you buat ala kadar, cincai-cincai, benda tu tak akan jadi. You have to put your soul into it. Bagi karya tu, bagi jiwa. Baru benda tu akan hidup. Baru bila orang dengar, orang boleh rasa emosi dalam karya tu. Tak kira lah lagu sedih ke, lagu fast ke, lagu motivasi ke. Kalau lagu tu tak ada jiwa, dia tak akan sampai. Itu yang kadang kita dengar setengah-setengah lagu tu macam okay, okay je. Sebab tak ada jiwa. Sebab tu lagu yang betul-betul ada jiwa, tak kira bahasa lah, tak kira bahasa. Kalau betul-betul ada soul dalam tu, benda tu boleh sentuh. Itu kata-kata akhir.

Qisthina: Ceh, kata-kata akhir. Terima kasih.

Shathesh: Dia boleh tiru artis original sebiji.

QISTHINA: Hmm. Maksudnya?

Shathesh: Dia orang ni kalau dia orang buat lagu cover

Qisthina: Uh-huh

Shathesh: Macam, kalau dia, dia cover Mariah Carey, dia orang boleh nyanyi macam Mariah Carey.

Qisthina: Aah…

Shathesh: Itu kelebihan dia orang.

Qisthina: Oh, orang Philipines eh?

Shathesh: Uh-huh Philipines

Qisthina: Faham.

Shathesh: Kalau Thailand, Thailand music, yang jazz contemporary, dia orang hebat.

Qisthina: Oh…

Shathesh: Boleh kira sama level dengan Indonesia.

Qisthina: Oh…

Shathesh: Tapi pop, tak sangat. Jepun pun dah advance. Jepun punya jazz following, rock following, semua jauh daripada kita. Kita tu lah, kita punya sistem pendidikan selagi benda tu tak betul, kita tak boleh lahirkan…

Qisthina: Oh, uh-huh. Sebab negara dia orang semua ada pendidikan muzik daripada kecil. Dia orang main dekat sekolah ramai-ramai.

Shathesh: Sini tak habis-habis dengan recorder.

Qisthina: Recorder. Selain sikit, adik saya yang kecil jauh jarak dengan saya kan. Balik-balik nyanyi, nyanyi yang nyanyi biasa je, nyanyi lagu sekolah, lagu sekolah.

Shathesh: So, like that lah. So, kita just continue lah buat muzik. [inaudible – 1:35] knowledge.

Qisthina: Tak pe lah, saya pun, takpe lah ada sikit-sikit saya akan main lah, [inaudible – 1:41] saya akan buat. Try…

Shathesh: Because you never know. Sebab sekarang record company kalau you dah popular dalam YouTube nanti…

Qisthina: Dia cari.

Shathesh: Dia cari. So, mana tahu ada satu, dua single yang betul ramai yang suka dalam YouTube. Dia punya advantage sign dengan label-label besar ni ialah budget.

Qisthina: Aah…

Shathesh: Aah… Production budget ada, untuk music video ada. Itu je advantage dia. Tapi dari segi contract, memang dia, dia akan pegang. Selagi dia boleh pera, hdia akan perah.

Qisthina: Tak, ini pun off record lah. Ada even like satu label ni, contract dia terus terikat berapa tahun tah? Lepas tu bila kalau yang producer dia orang kena buat 50 lagu?

Setahun? Setahun?

Shathesh: Mmm

Qisthina: Yang tahap macam tu. Saya pun macam “Uish apa 50 ni?” Bukan saya buat kerja pun.

Shathesh: Nak commit macam mana? Kalau tak baca dah sah lepas tu, kena.

Qisthina: Kan? Ish. Yang tu tu pun saya yang dengar-dengar dari orang lah. Macam-macam tu je, bukan saya.

Shathesh: Kena commit ah. So, it’s, sebab tu bila negotiate tu kena pandai. Kena baca betul-betul, tak faham. Cari lawyer yang boleh explain. Ni tak, sign buta je habis lah.

Qisthina: [inaudible – 3:15] lah sebab saya pun antara youngsters zaman sekarang an. Dah dapat peluang “Weh dah ada record label, kau contact lah” uih lagi-lagi record label besar kan? Uih! Walaupun dia orang cakap independent ke apa kan, mana nak faham contract punya pasal. Kan biasa lah tu kan. Lagi-lagi kalau ada yang advance bagi, ada bagi advance tu an. Kita faham je lah. Tak ramai budak-budak, my, my, my batch, batch semua kan macam baru nak masuk, sebab everything dia orang macam dia orang tak kesah, macam “Takpe takpe share sikit pun takpe asalkan masuk.” Tapi betul lah like you said [inaudible – 3:47] Tapi dalam jangka masa yang lama dia orang tak tahu pun apa income dia orang. Tak tau pun mana dia orang akan dapat duit sebenarnya.

Shathesh: Lagi-lagi kalau kalau sign dengan label, kalau dia include sekali management.

Qisthina: Uh-huh.

Shathesh: So, you sebagai artis, you kena commit untuk beberapa single ke, satu album ke. And then, publishing dia orang akan ambil percentage tinggi. Lepas tu management, kalau you ada buat show, dia akan ambil lagi 30 percent.

Qisthina: Ah…

Shathesh: So, advantage melainkan dia betul-betul promote.

Qisthina: Ah…

Shathesh: Promotion dia bagus and then dia dapatkan deal-deal macam sign dia menjadi duta product. Then, at least okay. Tapi kalau itu takde, rugi, rugi. Like that lah.

Qisthina: Itu sahaja.

AUTHOR'S PROFILE

Qisthina Binti Mustaffa Kamal earned a Diploma in Music and Bachelor Degree in Music Composition (Hons.) in 2020 from Universiti Teknologi MARA, Shah Alam, Selangor, Malaysia. Her experience working in local music publishing house, Taja Archive Sdn. Bhd. provided her with a comprehensive understanding of the musical work in Malaysia. She is presently employed as a music instructor at Aureus Academy in Singapore and is actively engaged in composing and producing her music.

LIST OF PUBLICATION

Mustaffa Kamal, Q., & Tajuddin, T. I., (2023). DIGITAL STREAMING PLATFORM DISTRIBUTION IN MALAYSIA. International Journal of Social Science Research, 5(1), 75-80.

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