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FROM WORDS TO FRAMES: **THE LEGAL SIDE OF FILM ADAPTATION**

When stories move from the pages to the screen as a film, the law plays a starring role, ensuring every adaptation is protected, fair, and built on solid legal ground.

LEGAL THINGS TO CONSIDER IN ADAPTING CREATIVE PRODUCTIONS

In today's dynamic **creative industry**, adaptation has become a powerful tool for revitalizing existing works from **novels turned into films** to **local stories transformed into global productions**. Nonetheless, behind every creative transformation lies a complex web of legal considerations that cannot be ignored.



Copyright

When adapting a creative production, one of the most crucial legal aspects to address is copyright, as it governs how original works may be used, modified, and distributed.

Copyright Licensing Process

Another key legal aspect in adapting creative productions is licensing, which defines the permissions and limitations under which an existing work may be lawfully adapted or reproduced.



Risk and Dispute

Beyond copyright and licensing, all parties must also be aware of the potential legal risks and disputes that may emerge from adaptation.



COPYRIGHT UNDER INDONESIAN LAW

Based on Article 1 (1) of Law Number 28 of 2014 on Copyright ("**Law No. 28/2014**"), Copyright is the exclusive right of the creator that arises automatically based on the declarative principle once a work is expressed in a tangible form, without prejudice to the limitations stipulated by laws and regulations. However, registering or recording a work is still recommended to make it easier to prove ownership in case of a dispute

COPYRIGHT IN INDONESIA IS DIVIDED INTO TWO TYPES

Moral Rights



The right to be **recognized as the creator and to prevent any distortion or modification** that harms one's reputation. Moral rights are inherently and permanently attached to the creator.

- The right to be recognized as the author of the work.
- The right to object to any distortion, mutilation, or modification that could harm the creator's reputation.

Economic Rights



The exclusive right to **publish, reproduce, translate, adapt or transform, distribute, and display the work**, among others. Economic rights can be transferred, inherited, or be granted to others.

- Publish, reproduce, translate, adapt or transform, distribute, and publicly display the work.
- May be transferred or licensed to another party through a written agreement.

In the context of film adaptation, activities such as adaptation, transformation, or the creation of derivative works are considered as an exercise of economic rights. Therefore, anyone who wishes to adapt a work for example, turning a novel into a film **must first obtain permission** from the creator or copyright holder. Without such permission, the act of adaptation is considered a **copyright infringement**.

*Since 2018, Indonesia has implemented a **mandatory registration requirement** for Intellectual Property license agreements in order to be **enforceable against third parties**. If a license is **not registered**, it only binds the signing parties and is **not officially recognized by the public or other parties**.*

KNOW THE DIFFERENCE: **ADAPTATION OR INSPIRATION**

The economic rights over a written work, such as a novel or comic, last for the lifetime of the creator and continue for **70 years after their death**. These rights can also be inherited by the creator's heirs. Therefore, even if the creator has passed away or the work was published decades ago, as long as it remains under protection, any use or adaptation **must still obtain permission** from the copyright holder or their heirs. Meanwhile, moral rights remain in force perpetually, without any time limitation.



In contrast, ideas or inspirations, including any ideas, methods, concepts, or data even when expressed or described in a work, **are not protected by copyright**. Using general themes or concepts from an existing work is not considered infringement as long as it does not copy the creative expression such as the story, characters, or dialogue. **In short, adaptation requires permission, while inspiration does not.**

However, **an adaptation can be made without permission** if the work has **entered the public domain**, that is, after the creator has passed away and 70 years have elapsed since their death. Still, **moral rights must always be respected**, as they last forever to protect the creator's name and the integrity of their work. A well-known example of a work that has entered the public domain is **"Penangkapan Diponegoro"** by **Raden Saleh**, created in 1857, which **became public domain in 1951**.



A violation of economic rights under copyright may result in imprisonment of up to **3 years** and/or a fine of **up to IDR 500 million**, as stipulated in Article 113 (2) Law No. 28/2014, especially when the infringement is done for commercial purposes.

Copyright infringement **is a complaint-based offense**, meaning that criminal proceedings can only be initiated **if a report is filed by the creator or copyright holder**. In other words, legal action will only take place **once a party who feels harmed submits a formal complaint**.



UNDERSTANDING COPYRIGHT **LICENSING**



License shall mean a written authorization granted by the Copyright Holder or Related Rights Owner to another party to exercise **economic rights** over their Work or Related Rights product under certain conditions.

Article 1 (20) Law No. 28/2014

The copyright holder may grant a license to another party, by means of **a written agreement**, to exercise the economic rights in the copyright for the purpose of publishing the work.

Article 80 (1) Law No. 28/2014



A license is essential for film producers in the process of adapting a literary work, such as comic, novel, or poem into a film. By obtaining a license, film producers can ensure that the rights of the copyright owner are **legally respected and protected**, thereby preventing potential legal issues in the future.

Types of **Copyright** Licensing

A non-exclusive copyright license

A **non-exclusive copyright license** is a license where the owner gives the licensee permission to exercise the rights but retains the right to authorize other to use the right or to use the right themselves.



An exclusive copyright license

An **exclusive copyright license** is a license where one or more rights is transferred by the copyright owner to a third party in manner such that only that third party can exploit that right or rights.

LEGAL CONSIDERATIONS IN **COPYRIGHT LICENSING**

Despite the acquisition of a copyright license, it remains essential to ensure that the rights and obligations granted for the adaptation of the copyrighted work into a film **are clearly and comprehensively defined**. Such clarity is crucial in determining the extent to which the producer is authorized to exercise creative discretion in developing the work into a cinematographic production.



Ensuring the Scope of Use

Ensuring the Scope of Use is critically important, as it determines what is **permitted and prohibited** for the film producers in adapting the copyrighted work into a film. This may include provisions related to the characters being adapted, the film title, sublicensing rights to third parties, ownership of the resulting film, and other related matters.



Verifying Copyright Ownership

Film producers must ensure that the copyright license is obtained from **the legitimate and lawful owner of the work**. This verification process is crucial as a preventive measure to avoid potential legal disputes that could arise during the production or commercialization of the film.



Awareness of License Duration

It is important for film producers to understand and be fully aware of the **duration of the license agreement** in order to align the production process with the adaptation of the copyrighted work into a film. Information regarding the license term provides certainty as to the period during which the copyrighted work may be utilized, both during production and throughout the marketing of the final film.



Settling the Compensation

Film producers must understand the compensation and benefit scheme **owed to the creator for the license granted**. This is important to ensure clarity and certainty regarding the economic rights arising from the adaptation of the work into a film, and to prevent potential disputes between the parties in the future.

To ensure legal certainty, a license agreement **must be recorded** by the minister in the public register of copyright license agreements. **If the license agreement is not registered in the public record, it will have no legal effect on third parties.**

Article 83 Law No. 28/2014

COMPENSATION FOR CREATORS IN CREATIVE ADAPTATIONS

Compensation for the creator demonstrates that the **film producers value the creator's work** and ensure the protection of their economic rights. In a licensing agreement, the producer may stipulate **various forms of compensation** to be granted to the creator.

Royalty

This royalty system may take the form of **revenue sharing** from the profits generated of the film with the specific presentation. Revenue sharing may be based on profits derived from **ticket sales**, broadcasting through **over-the-top (OTT) services**, and the sale of works in **DVD format**. Article 80 (3) and (4) Law No. 28/2014 stipulates that such provisions may be included in a **licensing agreement**.

One Time Fee

The producers may opt for a **one-time fee** arrangement in the process of adapting a copyrighted work. This arrangement allows the producers to make a **single payment**, in an agreed-upon amount, to the creator for the adaptation of the work. However, it is important to specifically regulate other provisions under this method, such as the **time period** granted to the producers.

Bonus Revenue

Revenue from bonus may serve as an additional option for compensation. This may be based on **profit-sharing** from the commercialization of the film, such as income from sponsorships, advertisements, **merchandise sales**, and other forms of bonuses.

As another option, **moral rights compensation** can also be granted to the creator. This may include the attribution of the **creator's name** along with the title of the literary work adapted into a film. Moral rights compensation can also indirectly **promote the film**, which may provide benefits to the producers in the commercialization process of the film.

LEGAL RISK AND DISPUTE IN COPYRIGHT

In practice, unclear provisions in a licensing agreement increase the risk of disputes between the parties. one of the **most common issues in filmmaking is unauthorized adaptation**. This often occurs when filmmakers adapt books, plays, or other source materials into films without obtaining permission or a license from the original creator of the work.

other than that, there are several other risks that may arise from this issue:

Moral rights disputes caused **by the creator disagreeing** with an adaptation that is perceived to damage the image of the original work.

Ownership conflicts over copyright, where **more than one party claims the right** to adapt the work.

Licenses that are **not recorded** with the trademark office, making third parties unaware of their existence and increasing the possibility of claims from other parties.



Copyright disputes may be **resolved** through alternative dispute resolution, arbitration, or court proceedings.

Article 95 (1) Law No. 28/2014



A lawsuit concerning copyright infringement shall be **filed** with the Chief Judge of the Commercial Court.

Article 100 (1) Law No. 28/2014

The resolution of copyright disputes has the potential to incur substantial time and financial costs for the parties involved. Therefore, it is important to **mitigate existing risks** in order to prevent disputes from arising during the adaptation process of copyrighted works.

CONCLUSION

An adaptation, whether from a novel, comic, short story, or any other literary source, **is not merely a creative process but also a complex legal one**. Film producers must ensure copyright legality before producing or distributing any adapted work.

A **licensing agreement** or **copyright transfer agreement** must clearly set out:



Ownership of **the copyright**



Duration of the **copyright**



The type of rights **granted**



Distribution of **compensation**



In other words, every adaptation process must stand on a strong legal foundation. Compliance with legal aspects is not merely a formality, but **a form of protection** for all parties involved, both the original creator and the producer.

Without proper legal arrangements, the risk of **copyright lawsuits, distribution bans, or disputes** over moral rights may arise and potentially harm all parties involved.



A successful adaptation is not only about **a powerful story and captivating visuals**, but also about **a strong legal foundation**. Behind every great film lies **proper licensing, clear agreements, and respect for the original creator's rights**.

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We're here to support you with reliable legal **advice and services**.
Don't hesitate to reach out, **we're ready to help!**

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