

CHAPTER I

INTRODUCTION

A. Background

Agreement is one of the sources of obligation regulated in the Indonesia Civil Code. In the entertainment world, especially the music industry, agreements play an important role in regulating legal relations between various parties, including Group band agreements. Group band agreements are generally made to regulate the rights and obligations between band members, as well as between bands and third parties such as record labels or event promoters.

The creation of a work of art in the field of music or song is a human expression of emotions such as happiness, sadness, annoyance, hatred, longing, and love. The emergence of intellectual works in the field of music or songs does not occur by chance, but rather as a result of a long process, journey, sacrifice, and struggle in the form of time, energy, costs, and other immaterial sacrifices in order to produce a beautiful work that can be enjoyed and felt by others who listen or witness it. Every beautiful work will continue to be remembered from time to time through various existing media, such as radio, television, tape, cellphones or other forms of media known now and in the future.¹

One of the parties that utilize creating and performing songs or music is a *band* or a music group in which two or more musicians play musical instruments or sing. In Indonesia, there are many *bands* with various *genres of* songs that create a lot of music. Music bands in Indonesia maintain their existence by continuing to create songs/music in the hope of maintaining the existence of bands in the competition in the world of music. with the efforts made by several Indonesian music groups, namely uniting their ideas which produce a creation that can be enjoyed by the public by creating a lyric or the song lyrics are created together with band group members as well as the melody, arrangement and notation in creating a song/music. Maintaining the existence of a band group is not only in creating songs/music band groups also unite their ideas by thinking about concepts, marketing bands and all things that can maintain the existence of a band group.

The development of the music industry in Indonesia has created various forms of cooperation between musicians, bands, and parties involved in the entertainment industry. One part of a common partnership is an agreement between band members. This agreement becomes the legal basis that regulates the rights and obligations of the parties in carrying out musical activities.

¹ Panjaitan, Hasudungan Afrisyono, 2022, *Pengelolaan Royalti Hak Cipta Lagu Dan Musik Berdasarkan Peraturan Pemerintah Nomor 56 Tahun 2021 Tentang Pengelolaan Royalti Hak Cipta Lagu Dan/ Atau Musik*, Thesis, Faculty of Law, HKBP Nommensen University, p 1.

In the context of Indonesian law, group band agreements can be categorized as a form of contract subject to the provisions of the civil code. Article 1313 of the Civil Code defines an agreement as ‘an act by which one or more persons bind themselves to one or more other persons. This definition is the basis for group band agreements to be recognised as a legal obligation.

In the journey of a band, the relationship between personnel is a crucial factor that determines the sustainability and success of the band. However, it is not uncommon for disputes or incompatibilities to occur between band members that can threaten the integrity of the group. Some of the factors that often trigger conflicts include lack of good communication, unfairness in revenue sharing, differences in musical vision, and the desire to establish their own group.

The history of world music has recorded many cases of band breakups due to internal conflicts. Some well-known examples include the breakup of The Beatles, one of the most influential bands of all time, which was caused by differences in creative vision and personal problems between members.² Another example is the case of Oasis, a British rock band that broke up due to a dispute between the Gallagher brothers who were the main driving force of the band.³ These cases show that even big and successful bands are not immune to internal conflicts.

This problem has also arisen with multiple famous bands in Indonesia. Certain groups within a band have instituted a ban on performing particular songs. An instance is Geisha Band, which revealed its new vocalist without having consulted with Momo Geisha. Momo has since been banned from performing songs of Geisha Band. Another case relate to Ndhank Surahman Hartono, a former member of the band Stinky, who banned the band from performing his own songs.

The problems between band members not only affect the band members themselves, but also the music industry. Fans often experience intense emotional reactions when their favorite bands break up. A band split can also result in significant financial losses, both for the personnel and the parties involved in the management and promotion of the band.⁴

At the implementation level, related problems still occur as a form of misunderstanding among various parties, especially within a *band* personnel, regarding the existing legal provisions regarding name ownership, division of tasks and all matters relating to the provisions that need to be considered in running a band. This problem is not only caused by personal issues such as what happened between the Geisha Band and Momo. It can also be caused by former *band* members who feel

² Tim Coffman, 2023, *The 10 biggest conflicts within rock bands*, <https://faroutmagazine.co.uk/the-10-biggest-conflicts-within-rock-bands/>, accessed 19 September 2024

³ NBC Chicago, 2024, *Why did Oasis break up? Full timeline of what sparked the infamous Gallagher brothers' feud*, <https://www.nbcchicago.com/news/local/why-did-oasis-break-up-oasis-songs-2025-tour-brothers-liam-noel-gallagher/3532912/>, accessed 19 September 2024

⁴ Philip Trapp, 2023, *Fans React to Brendon Urie Breaking Up Panic! at the Disco*, <https://loudwire.com/brendon-urie-panic-disco-breakup-reactions>, accessed 12 October 2024

that when they were still members of the *band*, they contributed a lot to the progress of the *band* or a situation where there is no respect for former members.

Based on these problems, a preventive solution is needed so that this does not happen in the future to maintain the relationship between the parties in the band while still appreciating and respecting the rights related to the existence of the band. The solution, for example, is the enactment of a *Group Band Agreement* in every *band* that regulates name ownership, song composition ownership, ownership of *band* assets, revenue sharing from all forms of commercialization, and others including provisions related to the rights and obligations of former *band* personnel for a song they created or created together.

In Indonesia, band agreements between members, ranging from emerging bands to bands that have achieved high popularity, are mostly carried out by means of gentlemen agreements or unwritten agreements based on mutual trust. This is due to various considerations, including the perception that band entities are still operating on a relatively limited scale, as well as the existence of harmonious interpersonal relationships between personnel, so formal agreements are not considered too important. Band members generally priorities transparent communication and deliberation in resolving any problems that arise, assuming that potential conflicts can be minimized through a family-based approach. Despite occasional disagreements, most bands in Indonesia apply the gentlemen agreement system because it is considered to offer greater flexibility and is in line with the gotong royong and family values that form a band. However, as their careers progress and the business aspects become more complex, some bands have begun to realize the urgency of creating written agreements to regulate fundamental aspects such as the division of duties and rights, while maintaining the essence of kinship in the dynamics of relationships between members.

A *Group Band Agreement* is a written contract between band members, much like a partnership agreement is to a partnership.⁵ The Group Band Agreement is perhaps *the* single most important document a group of musicians can have to ensure that things in the group run smoothly as their career progresses, especially in the United States. Like the hard rock band from the United States, Guns N' Roses has implemented a partnership written contract to maintain the sustainability of the band and their band personnel.⁶ This is because the group *band* written contract is between *band* members, so their legal position is equal and different from employment relationships.

Based on this description, the legal issue in this research is the urgency of the existence of a *written contract group band in a group band* to continue to respect

⁵ *What is a Band Agreement and Do You Need One?*, <https://lawyerdrummer.com/2020/03/what-is-a-band-agreement-and-do-you-need-one/>, accessed 22 february 2024.

⁶ Blackstar, 2019, 1992.10.DD - Guns N' Roses Partnership contract (Memorandum of Agreement), <https://www.a-4-d.com/t3745-1992-10-dd-guns-n-roses-partnership-contract-memorandum-of-agreement>, acceced 22 february 2024

the rights of all parties and provide clarity on essential matters in a *group band*, considering that there have been many problems between band personnel in a band which are basically unjustified according to civil law. Therefore, the author is interested in conducting research on these legal issues.

B. Problem Formulation

Based on the background, the research problem formulations are as follows:

- a. How can the Gentlement Agreement serve as the basis for an agreement between band personnel, based on the principle of good faith?
- b. What is the urgency of regulating and applying a written contract *group band* as an Agreement Between *Group Band Personnel* in a group band?

C. Research Objectives and Benefits

1. This research aims to analyze how the Gentlement Agreement principle serves as the basis for agreements between band personnel, grounded in the principle of good faith, while also examining the urgency of implementing written contracts to ensure legal certainty and prevent conflicts.
2. The findings of this research are expected to encourage Indonesian bands to adopt the Gentlement Agreement as a foundation for their agreements, based on the principle of good faith, and help band members better understand their legal relationships to minimize disputes and maintain professional stability.

D. Authenticity of Research

As for the title of the previous research, as well as the difference with this research is as follows:

Author	:	A. Rizqy Syahnur
Title	:	Distribution of Copyright Royalties on Songs in Case of Band Kotak and Posan Tobing According to Law Number 28 Year 2014
Category	:	Thesis
Year	:	2023
College	:	Islamic Univeristy Indonesia Yogyakarta

Description	Previous Research	Research Plan
Issues and Problems	How is the Distribution of Copyright Royalties on Songs in the Case of Band Kotak and Posan Tobing according to Law Number 28 of 2014?	<ol style="list-style-type: none"> 1) How can the Gentlement Agreement serve as the basis for an agreement between band personnel, based on the principle of good faith? 2) What is the urgency of regulating and applying a written contract <i>group band</i> as an Agreement Between <i>Group Band Personnel</i> in a group band?
Results	In this research on the Distribution of Copyright Royalties for Songs in the Case of Band Kotak and Posan Tobing according to Law Number 28 of 2014. With the results of the analysis, Band Kotak received royalties from LMK / WAMI, which means that Ex Band Kotak personnel, namely Posan Tobing, still get performance	This research highlights that conflicts among band members often stem from a lack of clear agreements. A comparison between gentlement agreements and written contracts shows that written contracts are more effective in preventing disputes and ensuring the survival of the band. Written contracts provide a transparent and fair framework, thereby reducing the potential for conflict. Therefore, the urgency of implementing written contract is crucial for Indonesian bands to build stronger and more sustainable professional relationships.

Author	:	Paschalis Debry Bebrilian
Title	:	The Existence of Shaggydog Group Band in Yogyakarta Viewed from the Aspect of Strategic Management
Category	:	Thesis
Year	:	2023
College	:	Indonesia Institute of Arts
Description	Previous Research	Research Plan
Issues and Problems	1) What is the management system of the band Shaggydog? 2) How is the existence of the band Shaggydog in terms of strategic management?	A. How can the Gentlement Agreement serve as the basis for an agreement between band personnel, based on the principle of good faith? B. What is the urgency of regulating and applying a written contract <i>group band</i> as an Agreement Between <i>Group Band Personnel</i> in a group band?
Results	This research discusses efforts to maintain the existence of the Shaggydog band group by creating sub-business units including: 1) DoggyHouse Record; 2) DoggyShop; 3) The Shaggydog band itself. Which is expected to maintain the existence of the band group in the future	This research highlights that conflicts among band members often stem from a lack of clear agreements. A comparison between gentlement agreements and written contracts shows that written contracts are more effective in preventing disputes and ensuring the survival of the band. Written contracts provide a transparent and fair framework, thereby reducing

		the potential for conflict. Therefore, the urgency of implementing written contract is crucial for Indonesian bands to build stronger and more sustainable professional relationships.
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E. Grounded Theory

1. Agreement

In terminology, agreement is a word derived from the bare word "promise", which is an agreement or agreement from a statement of will between the two parties, the will or decision of the two parties. An agreement is an event in which a first party expresses to another party or in which the two parties mutually express or adjust an agreement or mutual agreement. This agreement can give rise to something that can bind between the two parties.⁷

1) Definition of Agreement

The term agreement comes from the Dutch *overeenkomst* (agree or consent) and *verbinten* (engagement).⁸ An agreement issues an obligation between the two parties that conclude it. In its form, the agreement is a series of words containing promises or undertakings that are spoken or written.⁹ The definition of an agreement in Article 1313 *Civil Code* states that an agreement is an act of one or more people binding themselves against one or more people.

According to Subekti, an agreement is an event in which one person promises to another or two people promise each other to do something.¹⁰ According to Salim HS, an agreement, according to the old theory, is a legal act based on an agreement to cause legal consequences. In contrast, according to the new theory proposed by Van Dunne, an agreement is a legal relationship between two or more parties based on an agreement to cause legal consequences.¹¹

⁷ Fandi Hidayat, 2023, *Tanggungjawab Perdata PT. Pelindo Atas Kerusakan Dalam Pelaksanaan Perjanjian Bongkar Muat Barang Di Pelabuhan Belawan (Studi Penelitian Di PT. Pelindo Regional L Cabang Belawan)*, Thesis, Faculty of Law, Islamic University of North Sumatra, p. 10.

⁸ R. Soeroso, 2018, *Perjanjian di Bawah Tangan: Pedoman Praktis Pembuatan dan Aplikasi Hukum*, Jakarta: Sinar Graphics, p. 3.

⁹ Frans Satriyo Wicaksono, 2009, *Panduan Lengkap Membuat Surat-surat Kontrak*, Jakarta: Visimedia, p. 2.

¹⁰ Subekti, 2011, *Pokok-Pokok Hukum Perdata*, Jakarta: PT. Intermasa, p.36.

¹¹ Salim HS, 2011, *Contract Design & Memorandum of Understanding (MoU)*, Jakarta: Sinar Graphics, p. 7

Peter Mahmud Marzuki's opinion is that the agreement has a broader meaning than the written contract. The written contract refers to a thought of commercial benefits obtained by both parties, while the agreement can mean a *social agreement* that does not necessarily benefit both parties commercially.¹² Black's Law Dictionary states that a written contract is an agreement between two or more persons that creates an obligation to do or not do a particular thing.¹³

Rutten expresses another opinion in Prof. Purwahid Patrik, who states that an agreement is an act that occurs by the formalities of existing legal regulations depending on the conformity of the will of two or more people aimed at the emergence of legal consequences from the interests of one party at the expense of the other party or for the benefit of each party reciprocally.¹⁴ In Sudikno Mertokusumo's view, an agreement is a legal relationship between two or more parties based on an agreement to cause legal consequences.¹⁵

Agreement In Lukman Santoso's view, an agreement is an event where one person promises/agrees to another person to carry out something. At the same time, an engagement is a legal relationship between two people/parties because one party has the right to demand something from the other party. The other party is also obliged to fulfil the demand.¹⁶

Concerning the definition of an agreement in Article 1313 Civil Code, a civil law bachelor generally believes the definition needs is incomplete and too broad¹⁷. It needs to be completed because what is formulated only concerns unilateral agreements. The definition is said to be too broad because it can include agreements in the field of family law, such as marriage vows, which are also agreements, but their nature is different from the agreements regulated in Book III of Indonesian Civil Code.¹⁸

Based on all the definitions of the agreement described, an agreement is a series of words containing promises or undertakings, either orally or in writing. Based on this relationship, an obligation (abstract sense) arises between the two parties who make it thus, the relationship between the obligation and the

¹² Paulus J. Soepratignja, 2007, *Teknik Pembuatan Akta Kontrak*, Yogyakarta: Atma Jaya University, p. 5.

¹³ The Law Dictionary (Featuring Black's Law Dictionary, 2nd Ed.), *Contract Definition & Legal Meaning*, <https://thelawdictionary.org/contract/>, accessed 28 October 2023.

¹⁴ Agnes Trisha, 2021, *Tinjauan Yuridis Eksekusi Objek Jaminan Fidusia Dalam Hubungan Perlindungan Hukum Terhadap Kreditur Dan Debitur*, Thesis, Faculty of Law, HKBP Nommensen University, p. 27.

¹⁵ Sudikno Mertokusumo, 2003, *Mengenal Hukum: Suatu Pengantar*, Yogyakarta: Liberty, p. 29.

¹⁶ Lukman Santoso, 2012, *Hukum Perjanjian Kontrak : Panduan Memahami Hukum Perikatan & Penerapan Surat Perjanjian Kontrak*, Yogyakarta: Cakrawala, p.8.

¹⁷ Article 1313 BW.

¹⁸ Agus Yudha Hernoko, 2008, *Hukum Perjanjian: Asas Proporsionalitas Dalam Kontrak Komersial*, Yogyakarta: Laksbang Mediatama, p. 12.

agreement is that the agreement is one of the sources of the obligation, in addition to other sources.

2) Legal Requirements of Agreement

The validity of an agreement is determined by the fulfilment of the legal requirements stipulated in Article 1320 Civil Code, namely:

a. Consent of the Parties

Consent is a condition for the validity of an agreement, meaning that without the parties' consent, there is no agreement. An agreement can be written or unwritten, while an unwritten agreement can be an oral agreement, specified signs, or silence.¹⁹

If there is an element of mistake, coercion, or fraud, it could violate the agreement's validity. This provision is stipulated in Article 1321 Civil Code, which explains that no agreement has any force if it is given by mistake or obtained by force or fraud.

b. Competencies of the Parties

Article 1329 Civil Code explains that every person is authorised to agree unless declared incapable of doing so. Regarding who is declared incapable, Article 1330 Civil Code explains that those incapable of making agreements are minors, persons placed under guardianship, and women who have been married in cases specified by law and, in general, all persons prohibited by law from making certain agreements.

c. Concerning a Specific Matter

An agreement must be explicit and determined by the parties. The object of the agreement can be in the form of goods or services, but it can also be in the form of not doing something.²⁰ This is in accordance with the provisions of Article 1332 Civil Code, which explains that only tradable goods can be the subject of agreement.

Then, Article 1333 Civil Code explains that an agreement must have a subject matter in the form of an item of at least a specified type. The amount of the goods does not need to be specific as long as the amount can be determined or calculated.

¹⁹ Ahmadi Miru, 2020, *Hukum Kontrak & Perancangan Kontrak*, Depok: Rajawali Pers, p. 14

²⁰ *Ibid.*, p 30

d. A Halal Cause

The meaning of a cause that is not prohibited or halal in the context of an agreement is that the contents of the agreement do not conflict with statutory regulations.²¹

Following the provisions of Article 1337 Civil Code, which explains that a cause is prohibited if the cause is prohibited by law or if the cause is contrary to morality or public order.

The requirements mentioned above concern both the subject and the object of the agreement. The first and second requirements relate to the subject of the agreement or subjective conditions. The third and fourth requirements relate to the object of the agreement or objective requirements. The distinction between the two requirements is also related to the issue of *null and void* (*nieteg* or *null and ab initio*) and can be cancelled (*vernietigbaar* = *voidable*) in an agreement. If the objective conditions in the agreement are not fulfilled, the agreement is null and void, or the agreement is void from the beginning, the law considers the agreement to have never existed. If the subjective conditions are not met, the agreement can be cancelled, or if the agreement has not been or is not cancelled by the court, the agreement concerned continues to apply.²²

3) Elements of Agreement

Some elements must be considered in the agreement, which are as follows:²³

a. Essential Elements

Essential elements must be present in an agreement. Without the essential elements, there is no agreement.

b. Natural Elements

Natural elements have been regulated in laws and regulations if not regulated by the parties to the agreement. Thus, the natural element is an element that is always assumed to exist in every agreement.

c. Accidental Elements

²¹ *Ibid.*, p 30

²² Retna Gumanti, 2012, *Syarat Sahnya Perjanjian*, Pelangi Ilmu Journal Volume 05 No 01, p. 4.

²³ Eka Astri Maerisa, 2013, *Panduan Praktis: Membuat Surat-Surat Bisnis Dan Perjanjian*, Jakarta: Visimedia, p. 20.

An incidental element is an element that will exist and bind the parties if the parties agree to it.

4) Types of Agreement

According to Salim H.S., the types of agreements are as follows:²⁴

1. Agreement according to its legal source, which consists of:

- 1) Agreements derived from family law
- 2) Agreements that originate from property law
- 3) Oblatoir agreement
- 4) Agreements arising from procedural law
- 5) Agreements derived from public law

2. Treaty by name

This classification is based on the name of the agreement contained in the provisions of Article 1319 Civil Code, and this provision only mentions 2 (two) types of written contracts, namely nominate written contracts (named) and innominate contracts (not named). Nominal contracts recognized in Civil Code are sale and purchase, exchange, lease, civil partnership, grant, entrustment of goods, borrowing, lending, granting power of attorney, assuming debt, and peace. Meanwhile, innominate contracts arise, grow and develop in society. This type of contract is not recognized in Civil Code, for example, leasing, hire purchase, franchising, joint ventures, employment contracts, agency, and others.

3. Agreement according to its types

Agreement can be divided into 2 (two) types, namely in unwritten (gentlement agreement) and written.

4. Reciprocal agreement

This classification is seen from the rights and obligations of the parties. *Reciprocal agreements* are agreements made by the parties that give rise to basic rights and obligations, such as buying, selling, and renting. This reciprocal agreement is divided into 2 (two) types, namely imperfect reciprocity and one-sided.

²⁴ Salim HS, 2006, *Hukum Kontrak*, Jakarta: Sinar Graphics, p. 27-32.

5. Unilateral Agreement

This classification is based on the benefit of one party and the performance of the other.

6. Agreement by nature

This classification is based on the material rights and obligations arising from the agreement. According to their nature, agreements are divided into 2 (two) types: property agreements (*zakelijke overeenkomst*) and obligatory agreements.

7. Agreement from aspect the prohibition

The classification of agreements based on their prohibition is the classification of agreements from the aspect of not allowing the parties to make agreements contrary to the law, decency, and public order. For example, in Law Number 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition, 13 (thirteen) types of agreements are prohibited, such as oligopoly agreements, price fixing, and others.

2. Legal Utility Theory

Law is a determination of good and bad human behaviour in the midst of his life association, by determining the set of rules that contain prohibitions, orders and permits. The purpose of the law itself is to achieve justice, certainty and expediency. The law must accommodate all three.²⁵

Justice is one of the objectives of law, justice is the balance obtained by the parties, both in the form of profit and loss. In practice, justice can be interpreted as giving rights equal to one's capacity or applying to each person proportionally based on the principle of legal balance without justice has no meaning at all. Thus, the existence of law is not only to create general justice but the law itself then brings benefits and is useful for everyone without exception.²⁶

Law in its positive form (legislation) must provide a benefit to a person. In terms of the benefits of this law, utility theory advocates the greatest happiness principle. Strictly speaking, according to this theory, the ideal society is a society that tries to increase happiness and minimise unhappiness, or a society that tries to give the greatest possible happiness to the people in general,

²⁵ Supriyono, "Terciptanya Rasa Keadilan, Kepastian Dan Kemanfaatan Dalam Kehidupan Masyarakat", Jurnal Ilmiah Fenomena, Vol.14, No 2, 2016, Fakultas Hukum Universitas Abdurachman Saleh, Situbondo, Jawa Timur, p. 1574.

²⁶ Ibnu Artadi, "Hukum : Antara Nilai-Nilai Kepastian, Kemanfaatan Dan keadilan", Jurnal Hukum Dan Dinamika Masyarakat, 2006, Universitas 17 Agustus 1945, Semarang, p. 74.

so that as little unhappiness as possible is felt by the people in general. Happiness means pleasure or absence of misery, unhappiness means misery and absence of pleasure. Everyone is considered equal by utility theory. The utility school, pioneered by Jeremy Bentham, considers that the purpose of law is solely to provide the greatest benefit or happiness for as many citizens as possible. The emphasis is based on the social philosophy that every citizen seeks happiness, and the law is the tool. In relation to the national vigilance programme, all regulations that are enacted must prioritise the principle of expediency as well as the principles of justice and certainty.²⁷

Sudikno Mertokusumo stated that legal certainty is a guarantee that the law can be carried out properly and in accordance with applicable rules. Legal certainty is prioritised for written legal norms. Certainty in law means that every legal norm must be formulated in a sentence that does not contain different interpretations. Because if there are different interpretations, the result will bring legal uncertainty. While certainty because of the law means that because of the law itself there is certainty.²⁸

Legal utility refers to the role of law as a means to achieve objectives within societal and state life. This can be observed in the function of law as a protector of human interests, with specific targets to be accomplished. The community anticipates tangible benefits from the implementation of the law. Therefore, it is imperative that the application of the law results in positive outcomes for society. It is essential that the rule of law does not lead to unrest or dissatisfaction within the community.²⁹

Usefulness or utility is used as one of the main objectives to be achieved by law. Jeremy Bentham, who is known as the leader of this of this theory argues:

“The law aims to ensure that as many people as possible are happy.”

The law not only guarantees the implementation of the public interest but has also succeeded in balancing the interests of all individual parties in society so as to give birth to generally accepted principles of justice.³⁰

Legal compliance in the Civil Code refers to behaviour or actions taken by individuals or entities that follow the provisions contained in civil laws and regulations, which are regulated in the Civil Code and other related laws. For example, Article 1338 of the Civil Code stipulates the principle of freedom of contract, which states that every agreement made by competent parties legally

²⁷ Abdul Chair Ramadhan, 2006, *Perkembangan Filsafat Hukum*, Jakarta, BP iblam, p. 53.

²⁸ Supriyono, *Op.Cit.*, hlm. 1578.

²⁹ *Ibid.*, hlm. 1579.

³⁰ Ibnu Artadi, *Op.Cit.*, hlm. 75.

and based on mutual agreement shall apply as binding law for the parties concerned.

The level of compliance with civil law in Indonesia is influenced by various factors, both internal and external:

a. Internal Factors

Internal factors such as understanding of civil law and moral awareness will affect how individuals comply with the provisions in the Civil Code. For example, in Article 1337 of the Civil Code which regulates the validity of agreements, individuals who have a good understanding of civil law will be more likely to comply with these provisions.

b. External Factors

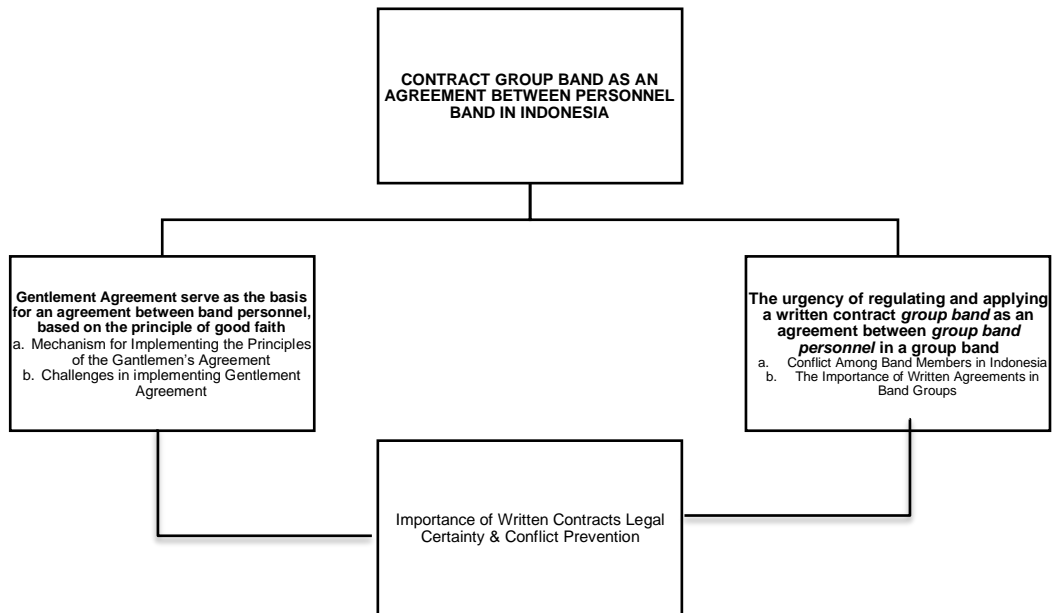
External factors, such as supervision from authorised institutions, as well as social pressure, can influence the level of legal compliance. For example, in the case of inheritance, supervision by religious courts or district courts in the case of inheritance distribution under the Civil Code will ensure that the distribution is carried out in accordance with existing provisions.

This research will focus on the application of legal compliance theories in the context of Indonesian civil law, by analysing how individuals or organisations comply with the provisions of the Civil Code, particularly in terms of contracts and civil obligations. This understanding of legal compliance will make an important contribution to research on legal behaviour in Indonesian society.

F. Conceptual Framework

This study explores the Gentlemen Agreement as the basis for agreements among band personnel in Indonesia, relying on trust and good faith. While this informal agreement has been widely practiced, it lacks legal certainty and often leads to disputes over rights, profit sharing, and band management. With the growing complexity of the music industry, the need for written contracts has become crucial. A formal agreement provides clear regulations on member rights and obligations, financial arrangements, name ownership, and conflict resolution mechanisms. It ensures legal protection for both active and former members, preventing disputes that could impact a band's stability. This conceptual framework highlights the transition from Gentlemen Agreements to written contracts, emphasizing their role in enhancing legal certainty, conflict prevention, and professional sustainability in Indonesia's music industry.

The following diagram illustrates the key relationships within this framework:



CHAPTER II

RESEARCH METHODS

A. Research Approach

A research method is a guideline or standard procedure that contains a series of stages, processes, or systematic methods used to achieve a specific goal appropriately, faithfully, and efficiently, and based on regular and systematic steps.³¹ This research type is empirical research, a legal research method that examines the applicable legal provisions and what happens in society. The purpose of empirical research is to find a fact that can later be used as research data to be identified and analysed so that the problems/question issues studied in this research are answered.³²

B. Research Location

The research will be conducted in Indonesia, as the subjects are drawn from various cities across the country. The selection of this location is intended to capture a broad range of perspectives and experiences from both well-known and local bands in Indonesia.

C. Population and Sample

1. Population

Population is the entire unit or object of research, which can be humans, groups of people, or institutions.³³ The population in this study is as follows:

- a. Musician; And
- b. Notary

2. Sample

The sample in this study was determined using *the purposive sampling* technique, which is a sampling technique by selecting samples among the population related to the problems in this study, which were determined

³¹Irwansyah, 2021, *Penelitian Hukum: Pilihan Metode & Praktik Penulisan Artikel*, Yogyakarta: Mirra Buana Media, p. 50.

³²K. Benuf and Muhammad Azhar, 2020, *Metodologi Penelitian Hukum sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer*, Gema Perempuan Journal, Volume 7 Number 1, p. 27.

³³Irwansyah, *Op.cit.*, p. 224.

directly by the author with the aim that the sample can represent the characteristics of the people.³⁴ The samples of this study, namely:

- a. Seven band musicians in Indonesia; and
- b. Notary in Makassar.

D. Data Types and Sources

In this research, the types and sources of data are divided into two types, namely primary data and secondary data. Primary data focuses on research conducted directly at the research location and conducting interviews with resource persons who have links to the issues studied in this research. Secondary data focuses more on the literature study. Therefore, secondary data is acquired using two legal materials, namely primary legal materials and secondary legal materials.

1. Primary data

Primary data is obtained through the main source by conducting direct research and interviewing the parties related to this research.

2. Secondary Data

Secondary data is data obtained through literature study. This research uses two legal materials, namely primary legal materials and secondary legal materials.

- a. Primary legal materials are authoritative legal materials. What can be grouped as primary legal materials are legislation, official records, minutes in the making of legislation and judges' decisions.³⁵ The primary legal materials used in this research are *Indonesian Civil Code*.
- b. Secondary legal materials are all legal publications that are not official documents.³⁶ Secondary legal materials used in this research are legal articles, law books, theses, and legal dictionaries.

E. Data collection technique

The data collection technique in this writing is inseparable from the type of research, namely empirical research. Therefore, two data collection techniques are used to collect primary and secondary data *field research* and *library research*.

³⁴ Reza Fahlevi, 2022, *Pemenuhan Hak Royalti Bagi Pencipta Lagu Atau Musik Non Anggota Lembaga Manajemen Kolektif = Fulfillment of Royalty Rights For Songwriters Non Member Of The Collecting Management Organization*, Thesis, Hasanuddin University, p. 85.

³⁵ Peter Mahmud Marzuki, 2005, *Penelitian Hukum*, Jakarta: Prena Media, p. 141.

³⁶ *Ibid*.

1. Field studies (*field research*), is carried out using an interview method in the form of questions and answers to parties and practitioners who can provide the information needed to discuss the research.
2. Literature study (*library research*), This research was conducted by identifying various legal literature and laws and regulations, as well as judges' decisions related to the subject matter of this research.

F. Data analysis technique

Analyses related to primary and secondary data collection were conducted using qualitative analysis. Qualitative analysis is the process of organising, analysing, and interpreting non-numerical data into information to be used as a reference in research development.³⁷ This analysis is intended to provide, describe, and analyse the conditions related to the problems studied in the research, specifically related to the urgency of applying the group band agreement as a partnership agreement in the existence of group bands in Indonesia.

³⁷ Hasanuddin University Thesis Guidelines for 2023.