

Regulation Of Notarial Authority in the Transfer of Copyright Through Inheritance

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ABSTRACT

The regulation of notarial authority in the transfer of copyright through inheritance is a crucial issue in Indonesian civil law because copyright has become an intangible economic asset capable of generating royalties and other commercial benefits for heirs. This study analyzes the legal certainty of copyright transfer through inheritance and the appropriate forms of notarial deeds needed to document such transfer. The research applies normative legal research using statutory and conceptual approaches, with primary legal materials consisting of the Indonesian Civil Code, the Copyright Law, and the Notary Office Law. The findings indicate that copyright, particularly its economic rights, transfers by operation of law after the creator dies; however, authentic notarial deeds remain necessary to clarify heirship, identify the inherited copyright object, regulate economic-right management, and support administrative recording at the Directorate General of Intellectual Property. The notary does not determine heir status judicially but provides preventive legal protection through authentic deeds such as deeds of heirship statement, deeds of inheritance distribution, deeds of economic-right management, and deeds of transfer of economic rights. The article concludes that a more explicit technical regulation is required to harmonize copyright, inheritance, and notarial law.

Keywords: Copyright, Heirs, Inheritance; Legal Certainty, Notarial Authority

INTRODUCTION

The regulation of notarial authority in the transfer of copyright through inheritance has become an increasingly significant legal issue in line with the growing economic value of intellectual works in Indonesia's creative industry. Copyright is no longer understood merely as moral recognition of a creator's creativity, but also as an intangible economic asset capable of generating royalties, licensing income, reproduction rights, distribution rights, and other forms of commercial exploitation. This development places copyright in a distinctive legal position: it originates from the creator's personality, yet at the same time may be treated as part of property with civil-law consequences, including in the context of inheritance.

Constitutionally, the protection of property rights is grounded in Article 28H paragraph (4) of the 1945 Constitution of the Republic of Indonesia, which states that every person has the right to own private property and that such property shall not be arbitrarily taken over by anyone. Within the intellectual property regime, this protection is concretized through Law Number 28 of 2014 concerning Copyrights. Article 16 paragraph (1) of the Copyright Law affirms that copyright constitutes an intangible movable object, while Article 16 paragraph (2) recognizes that copyright may be transferred or assigned, either wholly or partially, by inheritance, grant, waqf, will, written agreement, or other causes permitted under statutory regulations. This norm provides the legal basis for understanding that economic rights over a work may form part of an inherited estate.

Although the normative basis for the transfer of copyright through inheritance already exists, the regulation has not fully provided operational clarity regarding the position and scope of notarial authority. The phrase stating that such transfer may be conducted in writing, with or without a notarial deed, creates room for interpretation, particularly when the inherited copyright has substantial economic value, involves multiple heirs, or has not yet been administratively recorded. Under such circumstances, proving the legal standing of heirs, identifying the object of the copyrighted work, and legitimizing the management of economic rights require a document with strong evidentiary value. An authentic deed becomes relevant because Article 1868 of the Indonesian Civil Code defines it as a deed made by or before an authorized public official in the form prescribed by law.

Notaries derive their principal authority from the Law on Notarial Office to draw up authentic deeds concerning acts, agreements, and legal determinations required by statutory regulations or requested by the parties concerned. In the intersection between inheritance law and copyright law, a notary may function as an institution of preventive legal evidence. This role is not intended to adjudicate inheritance disputes or replace the authority of the courts, but rather to formalize legal facts, the will of the heirs, and the structure for managing economic rights in an authentic document. Such a document may serve as the legal basis for relationships with third parties and as supporting evidence for recordation at the Directorate General of Intellectual Property (DGIP).

This issue becomes more complex because copyright consists of both moral and economic rights. Moral rights are permanently attached to the creator, whereas economic rights can be transferred and inherited. Therefore, transfer through inheritance should not be understood as a total transfer of all legal relations attached to the copyrighted work. Heirs acquire the right to enjoy and manage the economic benefits of the work, but they remain obligated to respect the creator's identity and the integrity of the work. This distinction is crucial in practice, particularly in relation to works of fine art, written works, music, or digital works that may be repeatedly exploited through various media.

Several studies have examined copyright as an object of inheritance. Prasetyo (2022) asserts that copyright may be classified as an object of inheritance under civil law because it possesses the characteristics of an intangible asset with economic value. Labetubun and Fataruba (2016) similarly show that the transfer of copyright to heirs occurs automatically upon the death of the copyright holder. Other studies concerning authentic deeds in copyright protection, such as those by Widya Dewi and Santoso (2024), demonstrate the importance of notarial deeds as instruments of evidence and legal protection. However, these studies have not specifically focused on the scope of notarial authority in the transfer of copyright through inheritance, particularly in relation to *ex lege* transfer, the evidentiary function of authentic deeds, and the need for administrative recordation.

This research gap indicates the need to systematically examine the relationship between legal certainty, notarial authority, and the form of deeds in copyright inheritance. The novelty of this article lies in its argument that a notarial deed in the transfer of copyright through inheritance has a declaratory-administrative and preventive character, rather than a constitutive function in creating inheritance rights. Economic rights are transferred by operation of law; however, a notarial deed is needed to prove, organize, and operationalize that transfer in practice. Based on this emphasis, this article aims to analyze the legal certainty of copyright transfer through inheritance in Indonesia and to formulate the appropriate form of notarial deed in accordance with the character of copyright as an intangible movable object.

RESEARCH METHOD

This study employs a normative legal research approach. This methodological choice is based on the nature of the legal issue, which centers on the ambiguity of norms concerning notarial authority in the transfer of copyright through inheritance. Normative legal research is directed toward examining law as a set of norms, legal principles, legal doctrines, legal theories, and relevant literature used to address the legal issues under study (Muhaimin, 2020). The object of this research is not the empirical conduct of the parties, but rather the normative structure and legal reasoning that determine whether the transfer of copyright through inheritance provides legal certainty for heirs and third parties.

The approaches used in this study are statutory and conceptual. The statutory approach is applied to examine the 1945 Constitution of the Republic of Indonesia, the Indonesian Civil Code, Law Number 28 of 2014 concerning Copyright, Law Number 30 of 2004 concerning the Notarial Office, and Law Number 2 of 2014 concerning the Amendment to Law Number 30 of 2004 concerning the Notarial Office. The conceptual approach is used to explain the concepts of legal certainty, authority, authentic deeds, moral rights, economic rights, and inheritance of rights over intangible property. In legal research, the statutory and conceptual approaches are essential because legal analysis is grounded in positive legal norms and legal concepts that form the basis of juridical argumentation (Peter Mahmud Marzuki, 2005).

The legal materials used in this study include primary, secondary, and tertiary legal materials. Primary legal materials include statutory regulations governing copyright, inheritance, evidence, and notarial offices. Secondary legal materials include books, scholarly journal articles, research findings, and legal studies concerning intellectual property, copyright as an object of inheritance, notarial authority, and the function of authentic deeds. Tertiary legal materials are used in a limited manner to clarify the meanings of legal terms. Legal materials were collected through library research and an inventory of relevant legal documents.

Legal materials were analyzed using a qualitative juridical method involving legal reasoning, systematic interpretation, and conceptual argumentation. Deductive reasoning was employed to draw conclusions from general principles concerning copyright, inheritance, and notarial authority toward a specific formulation of the appropriate form of deed that may be used. The analysis is not intended to measure the frequency of cases, but rather to construct a coherent legal framework regarding the role of notaries in reducing legal uncertainty in the transfer of copyright through inheritance.

RESULTS AND DISCUSSION

Copyright as an Object of Inherited Property

Copyright as an object of inherited property derives its clearest legal basis from Article 16 paragraphs (1) and (2) of the Copyright Law. These provisions classify copyright as an intangible movable object and recognize the possibility of its transfer through inheritance. Within the framework of civil law, a right may form part of a person's estate if it has economic value and can be controlled as an object of legal rights. Copyright fulfills these characteristics because it enables its holder to obtain economic benefits through publication, reproduction, distribution, public announcement, communication, rental, licensing, and other lawful forms of exploitation.

The transfer of copyright through inheritance must be understood within the principle that inheritance arises upon death. Article 830 of the Indonesian Civil Code states that inheritance occurs only because of death. Accordingly, when a creator or copyright holder dies, the economic rights over works that remain within the period of legal protection become part of the estate and may be received by the heirs. This transfer occurs *ex lege*, meaning that no agreement is required to create it. However, the automatic nature of the transfer does not eliminate the need for proof and administrative procedures.

In practice, the central issue does not always lie in whether there is a norm permitting the inheritance of copyright, but rather in how heirs can prove their legal standing as the new holders of economic rights. Copyright is intangible; it cannot be proven merely through physical possession of the object in which the work is embodied. A collector of a painting may possess the canvas, but this does not necessarily mean that the collector owns the economic rights to the painting. Conversely, the creator's heirs may hold the economic rights even though the physical work is in the possession of another party. This distinction between the physical object and the economic rights attached to the work requires a more orderly evidentiary instrument.

The distinction between moral and economic rights further clarifies the limits of the object of inheritance. Moral rights concern the personal relationship between the creator and the work, including the right to be named as the creator and the right to preserve the integrity of the work. In contrast, economic rights relate to commercial exploitation. In inheritance, the primary object transferred is the economic right. The exercise of certain aspects of moral rights after the creator's death may be subject to specific legal provisions; however, the creator's identity does not change and cannot be removed by the transfer of economic rights. Therefore, any deed made in the context of inheritance must clearly affirm that what is transferred is the economic right and not the status of the creator.

The position of copyright as an object of inheritance is also connected to the term of protection. For several types of works, including works of fine art, the protection of economic rights lasts throughout the creator's lifetime and continues for 70 years after the creator's death, calculated from January 1 of the following year. The statutory period provides heirs with a measurable temporal limit. From the perspective of legal certainty, the 70-year period enables heirs, users of the work, galleries, publishers, collective management organizations, and other third parties to determine when the economic rights remain within the exclusive-rights regime and when the work enters the public domain.

Previous studies support this hypothesis. Prasetyo (2022) states that copyright, as an immaterial property right, may become an object of inheritance under the civil law. Labetubun and Fataruba (2016) affirmed that the status of copyright after inheritance remains recognized and protected by law. Recent studies on the inheritance of digital assets also show that the intangible character of an asset does not eliminate its status as an object of inheritance; rather, it creates a need for more precise regulation and evidentiary mechanisms. Thus, the main legal issue shifts from whether copyright can be inherited to how such inheritance can be proven, recorded, and lawfully managed.

Table 1. Mapping of Legal Norms on the Transfer of Copyright through Inheritance

Legal norm	Substance of regulation	Legal implication	Role of the notary
Article 16 paragraph (1) of the Copyright Law	Copyright constitutes an intangible movable object	Copyright may be treated as a property asset with economic value	Describing the identity of the copyrighted work in detail in the deed to prevent ambiguity regarding the object
Article 16 paragraph (2) of the Copyright Law	Copyright may be transferred or assigned through inheritance and other lawful grounds	Economic rights may become part of the creator's estate	Drawing up a deed that affirms the transfer of economic rights through inheritance
Article 830 of the Indonesian Civil Code	Inheritance occurs by reason of death	The transfer takes place ex lege after the testator dies	Verifying the death certificate and the legal basis of the heirs' relationship to the deceased
Article 1868 of the Indonesian Civil Code and the Notarial Office Law	An authentic deed is made by or before an authorized public official	An authentic deed has strong evidentiary value	Drawing up a declaratory administrative deed to prevent disputes and support recordation at the Directorate General of Intellectual Property

Legal Certainty in the Transfer of Copyright through Inheritance

Legal certainty in copyright inheritance must be examined at three levels: The first is normative certainty, namely the existence of written rules recognizing copyright as an object that may be inherited. The second is factual certainty, namely the existence of evidence concerning the death of the testator, the relationship of the heirs, and the identity of the copyrighted work. The third is administrative certainty, namely the existence of documents that may be used to record changes in the rights holder or to establish legal relations with third parties. These three levels complement each other. Norms without factual evidence are difficult to operationalize, while factual evidence without administrative recordation may hinder legal protection in relation to third parties.

From the perspective of legal certainty theory, sound law must be formulated clearly, logically, consistently, and in a manner capable of practical application. In the context of this article, Article 16 of the Copyright Law already provides certainty that copyright may be inherited. However, it does not yet regulate the notarial procedures involved in copyright inheritance in sufficient detail. This ambiguity is reflected in the

absence of specific guidance regarding which documents a notary must examine, how the object of the copyrighted work should be described, to what extent a deed may serve as a basis for recordation, and how the deed should operate when there is more than one heir. Therefore, legal certainty must be developed through a systematic interpretation of the Copyright Law, Indonesian Civil Code, and Notarial Office Law.

An *ex lege* transfer cannot be equated with the absence of the need for a deed. Under inheritance law, many rights are transferred by reason of death, yet proof of heirship and distribution of assets still requires documentation. The same applies to copyrights. Heirs acquire economic rights by operation of law; however, third parties do not always know who is authorized to grant permission, receive royalties or sign licensing agreements. Without an authentic document, third parties may hesitate to enter into cooperation, while heirs remain vulnerable to claims from other parties.

Cases involving the unauthorized use of artistic works without the consent of the creator's heirs demonstrate that copyright disputes often arise from weak documentation and evidentiary proof. In such circumstances, a notarial deed serves a preventive role. The deed may contain information regarding the testator, heirs, copyrighted object, scope of economic rights, and mechanism for managing those rights. When a work has significant commercial value, the deed may also regulate who is authorized to represent the heirs, how royalties are distributed, and how permission is granted to third parties. This function is consistent with the theory of preventive legal protection, which positions law as a means of preventing disputes before harm occurs.

Legal certainty also requires a distinction between copyright recordation and the recordation of copyright transfers. In principle, copyright protection arises automatically when a work is expressed in a tangible form. However, recordation serves an administrative function and provides preliminary evidence. When a transfer occurs through inheritance, recordation of the change in rights holder may strengthen the heirs' position before third parties. In this context, a notarial deed may serve as a supporting document that demonstrates the relationship between the testator, heirs, and copyrighted object. Thus, the deed does not replace the declaratory principle of copyright protection, but rather complements the evidentiary and administrative mechanisms.

Legal certainty for heirs is also related to fair distribution of economic benefits. When more than one heir is entitled to a copyrighted work, royalties must be distributed and licenses managed clearly. Without such regulation, one heir may act unilaterally, while other heirs may lose the economic benefits to which they are entitled. A notarial deed may contain an agreement on the distribution of economic rights, appointment of a rights-management representative, reporting obligations, and decision-making mechanisms. In this regard, an authentic deed functions as a family governance instrument for managing intellectual property.

The study by Trisna, Sujana, and Sriasih Wesna (2026) on the transformation of inheritance rights in Balinese customary land shows that changing social contexts may create tension between communal and individual norms in inheritance. Although the object of that study is different, the idea is relevant to copyright because intellectual property also lies at the intersection of personal, familial, and economic dimensions. Meanwhile, Lumban Gaol et al. (2026) study the legal status of platform workers and illustrate how new economic developments often precede regulatory clarity. This analogy reinforces the argument that copyright, as an asset of the creative economy, requires adaptive legal instruments so that legal norms do not lag behind commercial practice.

Analysis of Legal Certainty, Legal Protection, and Legal Utility Theories

The theory of legal certainty provides a framework for assessing whether the transfer of copyright through inheritance can be understood and implemented consistently by heirs, notaries, the Directorate General of Intellectual Property, and third parties. Legal certainty is not sufficiently demonstrated by the existence of Article 16 of the Copyright Law. It also requires procedural clarity, documentary consistency, and measurable consequences. If heirs do not know which documents must be prepared, or if each notary uses a different deed construction without minimum guidance, a norm that appears textually clear may still create uncertainty in practice.

In this context, a notarial deed serves as an instrument for affirming legal facts. The facts that must be affirmed are not limited to the death of the creator, but also include the legal relationship of the heirs, the status of the economic rights, and the existence of the copyrighted work. Radbruch places certainty as one of

the fundamental values of law, but certainty does not stand alone. It must be positioned alongside justice and utility. If copyright inheritance is understood only formally, without considering the distribution of economic benefits, heirs who are legally entitled may still fail to obtain substantive protection. A notarial deed provides a means to transform normative certainty into operational certainty.

The theory of legal protection shows that law must prevent harm before disputes arise and provide remedial mechanisms when disputes cannot be avoided. In copyright inheritance, preventive protection is particularly important because the protected object can be easily exploited without authorization. A work may be reproduced, distributed, or used in commercial promotions without direct contact with the heirs. The enforcement of their rights becomes more difficult if the heirs do not possess authentic evidence. Through a notarial deed, heirs obtain an initial legal basis to issue warnings to infringers, claim royalties, or object to unauthorized use.

Repressive protection is necessary when an infringement has already occurred. In civil litigation or in proving the infringement of economic rights, an authentic deed may strengthen the legal position of the heirs. The deed may demonstrate that the heirs are not acting without legal basis, that they have a legal relationship with the testator, and that the copyrighted object has been identified. This evidentiary strength does not mean that the deed cannot be challenged; however, the burden of rebutting it becomes heavier for parties that deny its validity. Therefore, a notarial deed has potential litigative value, even though its primary purpose is to prevent disputes from arising.

The theory of authority is also important because a notary, as a public official, cannot act based on personal discretion alone. Every notarial act must have a legal basis, remain within the limits of the office, and conform to applicable norms. In drawing up a deed concerning copyright inheritance, the legal basis of notarial authority lies in the Notarial Office Law, while the substance of the deed must comply with the Copyright Law and inheritance law. If a notary exceeds this boundary by declaring one party to be the lawful heir while a dispute still exists, such action may exceed the proper notarial function. Conversely, if the notary merely records statements and agreements based on valid documents, the act remains within a proportionate scope of authority.

The theory of legal utility emphasizes that the law must produce practical benefits. A notarial deed of copyright inheritance provides benefits to several parties simultaneously. For heirs, the deed clarifies their rights and the distribution of benefits to them. For third parties, it reduces the risk of contracting with an unauthorized party. The state supports orderly intellectual property administration. For the creator, it preserves the continuity of the economic benefits of their work for the family. Accordingly, the function of the deed is not merely formalistic; it also addresses broader social and economic issues.

The theoretical analysis also shows that a notarial deed cannot replace the need for policy reform. If no technical regulations exist, legal certainty will depend too heavily on the creativity of individual notaries. This may result in excessive variation in deeds, ranging from highly detailed deeds to deeds containing only general statements. Such variation may be acceptable within the limits of contractual freedom, but minimum standards are necessary for documents intended to be used in administrative recordation. These standards would ensure that the functions of legal certainty, legal protection, and legal utility are achieved more uniformly.

Thus, the theoretical approach reinforces the conclusion that notarial authority in copyright inheritance must be understood as limited yet strategic. It is limited because a notary does not adjudicate disputes and does not create the transfer of inheritance rights. It is strategic because the deed prepared by the notary may determine whether economic rights that have already transferred by law can be effectively used, proven, and protected. This position places the notary as an institutional actor involved in transforming intellectual assets from the creator's private property into family assets that may be managed lawfully.

Notarial Authority and Its Limits in Copyright Inheritance

The notarial authority must be placed within the framework of the attribution granted by the Notarial Office Law. A notary is authorized to draw up authentic deeds concerning acts, agreements, and legal determinations requested by interested parties, provided that such matters are not assigned by law to another official. This authority includes the obligation to ensure the certainty of the date of the deed, to keep the deed,

and to issue grosse, copies, and excerpts of the deed. In the context of copyright inheritance, notarial authority primarily lies in preparing authentic documents that affirm the facts and agreements of heirs.

A crucial limitation must be emphasized: a notary is not authorized to make a judicial determination of heirship when a dispute exists. The determination of inheritance disputes falls within the jurisdiction of the courts or other competent institutions under applicable law. A notary may draw up a deed based on supporting documents and statements of the appearers that can be legally accounted for. If there is an open conflict, an objection from a potential heir, or uncertainty regarding family status, the notary must apply the principle of prudence and advise settlement through the competent legal mechanism before the deed is made.

In the absence of a dispute, a notary may play an important role in bridging inheritance and intellectual property laws. This role includes verifying the identities of the heirs, examining death documents, reviewing the legal basis of family relationships, collecting data on the copyrighted works, and drafting clauses on the management of economic rights. A notary may also legalize or *waarmerking* supporting documents when necessary. These functions show that notarial authority is administrative-preventive and evidentiary in nature rather than adjudicative.

In practice, one mistake that must be avoided is drafting a deed as though the notary creates new inheritance rights. The transfer of economic rights through inheritance has already occurred by operation of law. Therefore, a notarial deed should be formulated as an instrument that affirms, organizes, and proves the transfer. This construction is important to avoid conflict with inheritance principles and prevent the impression that economic rights never transfer without a notarial deed. In other words, the deed is declaratory in the inheritance relationship, but it has strong administrative and evidentiary value.

The clauses in the deed must consider the copyright's specific character. First, the deed must sufficiently describe the copyrighted work. In the case of works of fine art, for example, the description may include the title of the work, type of work, name of the creator, year of creation, medium, dimensions, technique, location or physical existence of the work, registration number if any, and visual documentation as an attachment. Second, the deed must distinguish between ownership of the physical work and the economic rights to the work. Third, the deed must affirm that moral rights remain attached to the creator of the work. Fourth, the deed must regulate who is authorized to grant permission or sign agreements with third parties.

This view is consistent with the study by Widya Dewi and Santoso (2024), which concludes that an authentic deed functions as a protective instrument for copyright holders because it may serve as primary evidence and as a basis for dispute resolution. Cahayani and Magna (2021) also position notarial deeds as an important instrument in intellectual property licensing, particularly because such deeds can clarify the parties' intentions and strengthen evidentiary certainty. In the context of inheritance, this function gains an additional layer because the deed does not merely regulate a contractual relationship, but also formalizes the management of intellectual assets left by the testator.

Forms of Notarial Deeds in the Transfer of Copyright through Inheritance

The notarial deed in the transfer of copyright through inheritance does not have to be singular. Its form depends on the legal needs of the parties, the status of the copyrighted object, the number of heirs, and the intended economic use of the work. In practice, at least five forms of deed may be used: a Deed of Statement or Declaration of Heirs, a Deed of Agreement among Heirs concerning Economic Rights over a Copyrighted Work, a Deed of Distribution of Economic Rights over a Copyrighted Work, a Deed of Power of Attorney for the Management of Economic Rights over a Copyrighted Work, and a Deed of Transfer of Economic Rights over a Copyrighted Work through Inheritance. Each form has a different function, but they may complement each other.

A Deed of Statement or Declaration of Heirs serves to affirm who holds the legal position of an heir and the basis of that relationship with the testator. This deed is important when heirs require an initial document to prove their status before the Directorate General of Intellectual Property, collective management organizations, publishers, galleries, auction houses, or other parties. The deed should contain information on the testator, the date of death, supporting documents, and the list of heirs. It should not decide disputes but rather affirm the statements of the parties based on valid documents.

A Deed of Agreement among Heirs concerning Economic Rights over a Copyrighted Work is necessary when there is more than one heir and they agree on the governance of the work. This deed may state that all

heirs remain joint holders of the economic rights, while appointing one party as coordinator. It may also regulate the mechanisms for granting permission, distributing royalties, reporting obligations, restrictions on the use of the work, and settling internal disputes. This form is useful when heirs do not wish to divide the economic rights separately, but prefer to manage them collectively.

A Deed of Distribution of Economic Rights over a Copyrighted Work is used when the heirs agree to divide the economic benefits or management of the work. For example, the heirs may agree that royalties from reproduction will be distributed according to a certain percentage, or that one heir will manage publication licenses while another heir manages exhibitions and certain commercial collaborations. This deed must be drafted carefully so as not to conflict with the principle that the same economic right cannot be transferred twice by the same party. The distribution must clarify the scope of rights rather than create overlapping authority.

A Deed of Power of Attorney for the Management of Economic Rights over a Copyrighted Work becomes relevant when the heirs wish to appoint an individual or legal entity to act on their behalf. Such authority may include the power to sign licensing agreements, receive royalties, apply for recordation of changes in the rights holder, issue demand letters against infringement, or represent the heirs in cooperation with third parties. The power of attorney deed must specify the limits of authority, duration, accountability obligations, and revocation mechanism. This form provides efficiency, particularly when there are many heirs or when the heirs reside in different locations of the country.

A Deed of Transfer of Economic Rights over a Copyrighted Work through Inheritance is used when, after economic rights have been transferred to the heirs, the heirs intend to transfer those rights to a third party. Unlike a declaratory deed concerning inheritance, this form has the character of a transfer agreement from the heirs as holders of economic rights to the recipient of those rights. Therefore, the validity requirements of an agreement, the authority of the parties, the object, the scope of rights, compensation, duration, and legal consequences must be clearly formulated. This deed must also affirm that the transfer does not infringe on the creator's moral rights.

In all these deed forms, the identification of the copyrighted object is an essential component. Copyright, as an intangible object, cannot be adequately identified by merely referring to "all works of the testator." Such wording is too broad and may give rise to disputes in the future. Ideally, the deed should contain a list of works in an attachment that can be updated if other works are later discovered. The attachment should include the title, type of work, year, medium, recordation status, proof of publication, and information on physical ownership, where relevant. For digital works, metadata, archive links, and proof of publication may be included as supporting attachment.

The form of the deed must also consider the requirements for administrative recordation. If the purpose of the heirs is to record a change of rights holder at the Directorate General of Intellectual Property, the deed must contain information that supports the recordation application. The attached documents should be arranged in accordance with administrative requirements, such as the death certificate, proof of family relationship, certificate or determination of heirs, identities of the parties, and documents concerning the copyrighted work. Integration between the substance of the deed and administrative requirements will reduce the risk of rejection or requests for document revision.

The study by Rahayu, Susanti, and Sari (2024) on copyright waqf shows that notarial involvement in copyright objects requires the fulfillment of administrative requirements before, during, and after the deed is executed. This finding is relevant to inheritance because the transfer of copyright does not end with the signing of a document; it must be followed by proper management and orderly recordation. Similarly, Muis, Sujatmiko, and Nugroho (2025) emphasize the importance of notarial deeds in the outright sale of copyright, since the transfer of economic rights must be formulated in writing and must not conflict with the law. In the context of inheritance, written formulation becomes even more important because the acting parties are not the original creators, but the heirs as successors to the economic rights.

Table 2. Forms of Notarial Deeds and Their Legal Functions

Form of Deed	Conditions of Use	Legal Function	Notes on the Limits of Authority
Deed of Statement/Declaration of Heirs	Required to prove the legal standing of the heirs	Affirms the identity of the testator, the heirs, and the legal basis of their relationship	Not used to adjudicate disputes among heirs
Deed of Agreement among Heirs concerning Economic Rights	The heirs continue to manage the copyrighted work jointly	Regulates the mechanism for granting permission, distributing royalties, and making decisions	Must be approved by all entitled parties
Deed of Distribution of Economic Rights	The heirs divide the economic benefits or the scope of economic management	Prevents unilateral claims and overlapping management authority	The object and percentage of distribution must be specified in deta
Deed of Power of Attorney for the Management of Economic Rights	A representative is needed to act before third parties	Provides a legal basis for the authorized representative to manage licensing, royalties, or recordation	The scope of authority and accountability must be clearly defined
Deed of Transfer of Economic Rights through Inheritance	The heirs transfer the economic rights to a third party.	Serves as the basis for an agreement on the transfer of economic rights	The creator's moral rights must remain respected

Implications of Legal Protection and the Utility of Authentic Deeds

From the perspective of legal protection, a notarial deed provides two main benefits: First, it provides preventive protection because the deed minimizes the potential for disputes by clarifying the objects, subjects, and scope of the rights involved. Second, it provides repressive protection because the deed may be used as evidence if a dispute arises. This evidentiary function is important because copyright is often exploited by multiple parties and media. When infringement occurs, heirs must be able to demonstrate that they are legally entitled to act as holders of the economic rights.

An authentic deed also provides economic benefit. Copyright that is properly documented is easier to manage as a family asset. Heirs may enter into cooperation with publishers, producers, galleries, digital platforms, educational institutions, or other creative industry actors without uncertainty regarding legality. Third parties also obtain certainty that permission has been granted by an authorized party. This certainty facilitates the circulation of the creative economy and reduces the transaction costs arising from legal uncertainty.

This utility is consistent with the utilitarian theory, which evaluates the law based on its capacity to generate social benefits. In the context of copyright inheritance, a notarial deed protects heirs and maintains order in the market for the use of copyrighted works. Works with a clear rights status are more easily utilized legally than works with an uncertain ownership status. Simultaneously, the protection of heirs promotes respect for creators because the economic value of a work does not disappear after the creator's death.

In the digital era, the function of authentic deeds has become even more important. Works of fine art, manuscripts, designs, photographs, music, and audiovisual works can be reproduced and distributed rapidly through digital platforms. Digital assets may even be traded in new forms, including blockchain-based assets and other forms of digital commercialization. Studies on copyright protection in the digital era emphasize that the expansion of media for exploiting works increases the risk of infringement while also expanding economic potential. In this context, a notarial deed may include explicit clauses on digital use, electronic reproduction, online licensing, and limitations on creating derivative works.

However, a notarial deed should not be regarded as the sole solution to this problem. Effective protection requires synchronization with recordation at the Directorate General of Intellectual Property, legal awareness among heirs, and strengthening of technical regulations. The government must provide clearer administrative guidelines regarding documents for copyright inheritance, the format for recording transfers, and minimum standards for identifying copyrighted works. Without such guidelines, notaries and applicants may use different formats, meaning that legal certainty will continue to depend on the practice of each office and administrative interpretation of the law.

The need for synchronization also arises because Indonesia's inheritance law is pluralistic. Heirs may be subject to civil, Islamic, or customary inheritance laws, depending on the context of the legal subjects involved. This plurality affects the basic documents used to prove the heirship. Therefore, a notarial deed in copyright inheritance must be sensitive to the inheritance laws applicable to the parties. A notary must ensure that the heirship documents used are consistent with the personal laws of the parties so that the deed is not easily challenged.

Based on the foregoing, the regulation of notarial authority in the transfer of copyright through inheritance should be understood as an instrument of harmonization. It connects copyright law, which treats economic rights as assets; inheritance law, which governs the transfer of property upon death; and notarial law, which provides authentic evidentiary instruments. If these three legal regimes are systematically connected, a notarial deed can function as a legal bridge between *ex lege* transfer and the modern evidentiary needs of the creative economy.

Technical Regulatory Model for Notarial Authority in Copyright Inheritance

Based on the analysis of legal norms, deed functions, and administrative needs, the technical regulatory model for notarial authority in copyright inheritance should be developed through minimum standards. These standards do not need to alter the principle that economic rights are transferred by operation of law. Rather, they should clarify what must be done to prove and administratively record the transfer. In other words, technical regulation does not create new rights, but provides procedures for organizing the legal consequences of the creator's death. This model is more consistent with the nature of copyright, which arises automatically and may be transferred through inheritance without awaiting administrative action.

The first standard concerns legal issues. Technical regulation should require notaries to verify the identity of the testator, the identity of all heirs, the legal basis of their relationship, and the legal capacity of the parties to act. Verification should not rely solely on oral statements, but must be supported by documents such as a death certificate, family card, birth certificate, marriage certificate, certificate of heirs, court determination, or other documents in accordance with the applicable inheritance law system. This requirement is important because Indonesian inheritance law is pluralistic, and not all heirs use the same evidentiary basis. Standardizing legal subjects will reduce the risk of deeds being drawn up based on incomplete information.

The second standard concerns the object of copyrighted work. Inherited copyrights must be adequately identified. For written works, the deed should include the title, year of creation, publisher, ISBN if any, and proof of publication. For works of fine art, it should include the title of the work, medium, dimensions, year of creation, photograph of the work, exhibition history, and information on the physical holder of the work. For musical or audiovisual works, it should include the title, creator, related rights holder if any, production documents, recordings, and royalty sources. For digital works, metadata, archive links, proof of upload, or creation documents should be included. The more detailed the identification of an object, the lower the likelihood of disputes concerning its identity.

The third standard concerns the scope of the rights. The deed must distinguish between economic, moral, and physical object rights and related rights. In art transactions, a common error occurs when the purchase of a physical work is assumed to be equivalent to transferring economic rights. In inheritance, a similar error may arise when an heir who controls the physical object assumes that he or she is the sole holder of the economic rights. Therefore, the deed's clauses must clearly state whether the managed rights include reproduction, distribution, communication, public announcement, adaptation, licensing, royalty collection, or other commercial rights. The deed must also affirm that the creator's moral rights are respected in accordance with the Copyright Law.

The fourth standard concerns heir governance issues. If economic rights are held by more than one heir, the deed must regulate the decision-making process. For example, it should clarify whether the granting of a license requires the consent of all heirs, a certain majority, or merely the action of an appointed representative. The deed should also regulate royalty distribution, obligations to record income, the family's right to audit, restrictions on transfer to third parties, and mechanisms for resolving disputes. Without governance arrangements, copyright with economic value may become a source of internal family conflict, especially when the work begins generating significant profits.

The fifth standard concerns the relationship between the Directorate General of Intellectual Property and third parties. A notarial deed should be drafted so that it can be used as a supporting document for recording a change of rights holder or as a basis for granting permission to third parties. For this purpose, the deed should include a clause stating that the heirs agree to use the deed as an administrative basis, including for submitting applications for transfer recordation, updating rights-holder data, or communicating with collective management organizations. This clause does not alter the legal status of the heirs but facilitates administrative implementation and reduces the repeated need for additional documents.

The sixth standard concerns the prudence of notaries. A notary should refuse or postpone the preparation of a deed if there are indications of an inheritance dispute, document falsification, objections from a person reasonably suspected to be an heir, uncertainty regarding the status of the copyrighted work, or a request for clauses that conflict with the creator's moral rights. This principle of prudence is important because an authentic deed has a strong evidentiary force. If a deed is prepared without adequate verification, it may become a new source of disputes. Through this standard of prudence, notaries do not merely perform an administrative function but also preserve their professional integrity and public trust in authentic deeds.

This technical regulatory model may be incorporated into implementing regulations or joint guidelines between the ministry responsible for intellectual property and the notarial professional organization. Such guidelines would assist notaries, heirs, and administrative officers at the Directorate General of Intellectual Property in applying the same documentary standards. In the long term, this harmonization would support legal certainty, strengthen heirs' protection, and enhance the economic value of copyright as a family asset. The transfer of copyright through inheritance should no longer be treated as a simple administrative matter, but as a form of intellectual asset governance requiring legal precision, an understanding of intellectual property, and carefully drafted authentic deeds.

The next practical implication is the need for legal literacy among creators during their lifetime. Creators who have portfolios of economically valuable works should inventory their works, preserve evidence of creation, clarify agreements with publishers or galleries, and prepare instructions for the management of economic rights by their heirs. Such inventory does not alter the declaratory nature of copyright protection, but it may provide a strong basis when heirs apply for recordation of a change in rights holder or negotiate with third parties. In this context, notaries may provide legal education through the preparation of wills, deeds of statement, or other supporting documents that do not conflict with the Copyright Law.

From an institutional perspective, the Directorate General of Intellectual Property and notarial organizations should develop a checklist format for documents concerning copyright inheritance. The checklist may include identity documents, death documents, the legal basis of heirship, a description of the copyrighted work, proof of recordation or publication, and a statement that no dispute exists. Such a format would reduce variations in practice and accelerate administrative examinations. If the checklist is publicly available, heirs can prepare documents earlier, notaries can rely on a more certain verification standard, and administrative officials can apply a uniform basis for assessing document completeness.

In addition, the digitalization of recordation should be directed toward integrating data on works, rights holders, and transfer documents. An administrative system that relies merely on document uploads without adequate classification may make it difficult to trace the history of rights. Because economic rights may be transferred several times after inheritance, the transfer history must be documented chronologically to avoid confusion. A notarial deed with a clear data structure supports this need. Thus, an authentic deed functions not only as evidentiary text in court, but also as a legal data source for a more modern system of intellectual property administration.

CONCLUSION

The transfer of copyright through inheritance in Indonesia has a clear legal basis because copyright is classified as an intangible movable object, and its economic rights may pass to the heirs upon the creator's death. Although such transfer occurs *ex lege*, legal certainty in practice still requires a notarial deed to prove the identity of the heirs, describe the copyrighted object, regulate the distribution or management of economic rights, and support administrative recordation at the Directorate General of Intellectual Property. The notary's authority does not include the judicial determination of heirship status but is limited to the preparation of authentic deeds with declaratory-administrative and preventive functions. Relevant forms of deeds include the Deed of Statement or Declaration of Heirs, the Deed of Agreement among Heirs concerning Economic Rights over a Copyrighted Work, the Deed of Distribution of Economic Rights, the Deed of Power of Attorney for the Management of Economic Rights, and the Deed of Transfer of Economic Rights over a Copyrighted Work through Inheritance. Therefore, more specific technical regulations are needed to harmonize the Copyright Law, the Indonesian Civil Code, and the Notarial Office Law, particularly with respect to documentary standards, the description of copyrighted objects, and the relationship between notarial deeds and the recordation of transfers at the Directorate General of Intellectual Property.

REFERENCES

- Ali, A. (2021). *Menguak teori hukum (legal theory) dan teori peradilan*. Jakarta: Kencana.
- Budiman, R. (2023). The development of personal data protection law in Indonesia: Challenges and prospects for the implementation of Law No. 27 of 2022. *Jurnal Smart Hukum (JSH)*, 2(1), 24-36. <https://doi.org/10.55299/jsh.v2i1.1352>
- Cahayani, D., & Magna, M. S. (2021). Fungsi akta notaris dalam lisensi HKI: Perspektif fidusia. *Jurnal Hukum & Pembangunan*, 51(3). <https://doi.org/10.21143/jhp.vol51.no3.3128>
- Hapsari, F. T. (2012). Eksistensi hak moral dalam hak cipta di Indonesia. *Masalah-Masalah Hukum*, 41(3), 460-464. <https://doi.org/10.14710/mmh.41.3.2012.460-464>
- Labetubun, M. A. H., & Fataruba, S. (2016). Peralihan hak cipta kepada ahli waris menurut hukum perdata. *SASI*, 22(2). <https://doi.org/10.47268/sasi.v22i2.163>
- Langitan, C. F. (2019). Perlindungan hukum pengalihan hak ekonomi atas hak cipta menurut Undang-Undang Nomor 28 Tahun 2014 tentang Hak Cipta. *Lex et Societatis*, 7(1). <https://doi.org/10.35796/les.v7i1.22850>
- Lumban Gaol, C. P., Nugroho, B. E., Sumarna, D., Hafiz, A., & Rahman, I. (2026). Analysis of the legal status of gig workers in Indonesia's digital platforms: The urgency of sufficient work regulations as social protection. *Jurnal Smart Hukum (JSH)*, 4(3), 224-241. <https://doi.org/10.55299/jsh.v4i3.1794>
- Mahmud Marzuki, Peter, *Penelitian Hukum: Edisi Revisi*, Kencana Prenada Media Group, Jakarta, 2005, hlm. 35 dan 47.
- Muhaimin, *Metode Penelitian Hukum*, Mataram University Press, Mataram, 2020, hlm. 45-53.
- Muis, L. S., Sujatmiko, A., & Nugroho, S. (2025). Peran notaris dalam pembuatan akta perjanjian jual putus hak cipta buku. *Al-Adl: Jurnal Hukum*, 17(2), 54. <https://doi.org/10.31602/al-adl.v17i2.15813>
- Panjaitan, B. (2013). Pewarisan hak cipta menurut KUHPperdata dan Undang-Undang Nomor 28 Tahun 2014 tentang Hak Cipta. *Jurnal Ilmiah Advokasi*, 1(2). <https://doi.org/10.36987/jiad.v1i2.449>
- Perdana, A. S., & Mulyani, S. (2023). Hak cipta sebagai objek jaminan fidusia dalam perjanjian kredit bank. *Jurnal Akta Notaris*, 2(1). <https://doi.org/10.56444/aktanotaris.v2i1.890>
- Prasetyo, R. A. (2022). Hak kekayaan intelektual (hak cipta) sebagai objek waris dalam hukum perdata. *JIPRO: Journal of Intellectual Property*, 5(1), 58-75. <https://doi.org/10.20885/jipro.vol5.iss1.art4>
- Rahayu, S. A., Susanti, D. O., & Sari, N. K. (2024). Tanggung jawab notaris dalam pembuatan akta ikrar wakaf hak cipta. *Kertha Semaya: Journal Ilmu Hukum*, 12(10). <https://doi.org/10.24843/KS.2024.v12.i10.p17>
- Rahardjo, S. (2021). *Ilmu hukum*. Bandung: Citra Aditya Bakti.
- Samera Alfarizi, R., & Ratnawati, E. T. R. (2024). Akibat hukum peralihan hak cipta karena pewarisan. *Virtue Jurisprudence*, 2(2), 178-191.
- Trisna, P. D. P. E., Sujana, I. N., & Sriasih Wesna, P. A. (2026). Transformation of inheritance rights in Balinese customary land. *Jurnal Smart Hukum (JSH)*, 4(3), 301-305. <https://doi.org/10.55299/jsh.v4i3.1855>

- Dewi, N. Y., & Santoso, B. (2024). Fungsi akta otentik sebagai instrumen pelindung bagi pemegang hak cipta di Indonesia. *Notarius*, 17(3), 1871-1882. <https://doi.org/10.14710/nts.v17i3.48756>
- Yulianti, Y., Guntara, D., & Abas, M. (2025). Kajian yuridis terhadap perlindungan hak kekayaan intelektual di era digital berdasarkan Undang-Undang Nomor 28 Tahun 2014 tentang Hak Cipta. *Unes Journal of Swara Justisia*, 9(2), 341-350. <https://doi.org/10.31933/4xbvra82>

Laws and Regulations

Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.

Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. (Lembaran Negara Republik Indonesia Tahun 2004 Nomor 117, dan Tambahan Lembaran Negara Republik Indonesia Nomor 4432)

Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. (Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3, dan Tambahan Lembaran Negara Republik Indonesia Nomor 5491).

Undang-Undang Nomor 28 Tahun 2014 tentang Hak Cipta. (Lembaran Negara Republik Indonesia Tahun 2014 Nomor 266, dan Tambahan Lembaran Negara Republik Indonesia Nomor 5599)

Kitab Undang-Undang Hukum Perdata