

The Role of Notaries in Copyright Legal Counseling (Case Study: Riot Games Vs Moonton)

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KEYWORDS	ABSTRACT
Legal Counseling by a Notary; Intellectual Property Rights; Copyright Transfer.	This study examines the role of notaries in providing legal counseling related to copyright transfer. The position of a notary as a public official directly involves serving the interests of the public by offering services such as legal counseling, as regulated by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 on the Notary Profession. Specifically, in the context of copyrights, notaries must ensure that the copyright status is valid and duly held by the appearing party. The objective of this study is to clarify the authority of notaries in providing legal counseling related to copyright through the case study of Riot Games vs. Moonton, and to understand how notaries perform their role in facilitating copyright transfers through authentic deeds. The research method used is a normative-empirical legal research method, which utilizes secondary data as the primary material, consisting of primary, secondary, and tertiary legal sources. Secondary data obtained through literature study is complemented and strengthened by primary data in the form of interviews. The results of the study indicate that legal counseling by notaries is essential to ensure that parties understand their rights and obligations before carrying out specific legal acts. Authentic deeds prepared by notaries can provide legal certainty and protection for the parties involved, thereby helping to prevent disputes. Notaries play a vital role in ensuring that the transfer of rights is conducted legally and in accordance with the applicable law.

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Introduction

A notary is a public official authorized to issue authentic deeds and perform other duties as regulated in Law Number 2 of 2014 on the Amendment to the Notary Position Law (Abady & Rahayu, 2023; Borman, 2019; Putri, 2016; Ramadhan & Suhardini, 2019; Rizal, 2019). Notaries play a vital role in civil law by ensuring all parties involved in legal agreements understand and agree to the content. They not only certify documents but also provide legal protection, helping prevent disputes by ensuring documents comply with applicable laws. Thus, notaries serve as a key pillar in the civil law system, upholding legal certainty as guaranteed by Article 28D paragraph (1)

of the 1945 Constitution (Manan et al., 2019; Undang-undang Republik Indonesia, 2015). According to Article 15 of the Notary Position Law, a Notary is authorized to make authentic deeds concerning all acts, agreements, and determinations required by law or requested by the parties, ensure the date of the deed, store it, and issue grosse, copies, and excerpts, as long as the authority is not assigned to others. Additionally, notaries may legalize signatures and confirm the date of private documents, register private letters (waarmerking), issue certified copies (copie collationee), verify photocopies with originals (legalization), provide legal advice, make land-related deeds if also acting as a Land Deed Official (PPAT), and draw up auction minutes. Other authorities may be granted by relevant laws and regulations (Junaedi & Djajaputra, 2023; Maghribi & Ispriyarso, 2022; Nofriza, 2020; Pratama, 2019; Pugung, 2021). In relation to their duties, notaries are also responsible for providing legal counseling as stated in Article 15 paragraph (2) letter e of the Notary Position Law. Legal counseling involves offering relevant legal knowledge concerning the laws and regulations related to the deed required by the parties. In general, it includes disseminating legal information, explaining legal norms and regulations, enhancing the quality of legal education to raise public legal awareness, and fostering a legal culture that promotes compliance with laws to uphold the rule of law. The functions of legal counseling include preventive, corrective, maintenance, and developmental roles (Asa, 2021; Höglund & Larsson, 2019; Perdana, 2020; Utomo, 2022; Zakaria Bushido & Gunarto, 2019). As a preventive measure, it aims to prevent harmful actions that could cause public loss. As a corrective step, it addresses and reduces the impact of legal violations. As a maintenance (preservative) function, it encourages public participation in legal development. Lastly, as a developmental function, it promotes community independence and reduces reliance on others.

The definition of legal counseling according to Article 1 number 1 of the Permenkumham RI Number: M.01-PR.08.10 of 2006 concerning Legal Counseling Patterns is:

"One of the activities of disseminating information and understanding of applicable legal norms and laws and regulations in order to realize and develop public legal awareness so that a legal culture is created in the form of order and obedience or compliance with applicable legal norms and laws and regulations for the upholding of the rule of law".

Legal counseling before making a deed is crucial to help parties understand the legal consequences of their actions, including rights and obligations, and to prevent future disputes. Notaries, as public officials, play a key role in providing legal counseling and ensuring that Intellectual Property Rights (IPR)—such as Copyrights, Patents, and Trademarks—are properly documented, transferred, or licensed in a lawful and transparent manner. IPR arises from human creativity and includes both Copyright and Industrial Property. It reflects appreciation for intellectual works, especially when they have commercial value. Constitutionally, Article 28C paragraph (1) of the 1945 Constitution guarantees the right to benefit from science, art, and culture, which forms the basis of IPR protection. As a personal and proprietary asset, IPR gains legal standing once human intellectual creativity produces something tangible and useful with economic value.

Law Number 28 of 2014 concerning Copyright (hereinafter referred to as the Copyright Law) was drafted as a replacement for the previous law to be in accordance with the development of legal science and the needs of the community. Article 1 (1) of the Copyright Act states:

"Copyright is the exclusive right of the creator that arises automatically based on the declarative principle after a work is realized in a tangible form without reducing restrictions in accordance with the provisions of laws and regulations".

The exclusive rights granted to creators consist of Economic Rights and Moral Rights. Economic Rights, as stated in Article 8 of the Copyright Law, allow creators or copyright holders to gain economic benefits from their works. Moral Rights, outlined in Article 5 paragraph (1), are permanently attached to the creator and include the rights to be named or remain anonymous, use a pseudonym, modify their work in line with societal norms, change the title, and defend the work against any distortion, mutilation, or modification that could harm their honor or reputation.

Moral Rights remain attached to the creator even after the Copyright protection period expires and cannot be transferred. Only Economic Rights can be transferred, either by agreement or by law (inheritance, grant, will, waqf). Copyright must fulfill originality based on individual creativity and cannot cover public domain works. Transfer of Economic Rights must be made in writing, ideally in an authentic deed by a notary to ensure legal certainty and protection. Notaries play a vital role in verifying and authenticating documents related to Intellectual Property Rights (IPR), including Copyright transfers and license agreements. An authentic deed serves as valid legal proof, as affirmed by Articles 1868 and 1870 of the Civil Code. In the digital era, IPR faces new challenges such as digital piracy and online infringement. According to WIPO, copyright infringement includes unauthorized use of copyrighted work. The KBBI defines plagiarism as presenting others' work as one's own, and distinguishes it from ordinary citation.

According to Article 40 paragraph (1) of the Copyright Law, protected works include creations in the fields of science, art, and literature, such as books, speeches, educational tools, songs (with or without lyrics), dramas, dances, artworks (e.g., paintings, sculptures, calligraphy), applied and architectural works, maps, batik or motif designs, photos, portraits, films, translations, adaptations, compilations (including databases), modifications of traditional cultural expressions, video games, and computer programs.

According to WIPO (2013), video games are complex works combining various creative elements—music, script, characters, visuals—protected by Copyright. Notaries play a key role in verifying the validity of Copyright before drafting deeds of transfer or sale. The dispute between Riot Games and Moonton illustrates the importance of originality and moral rights in Copyright. Beginning in 2015, Moonton was accused of copying Riot's League of Legends in Magic Rush and later Mobile Legends, leading to lawsuits and a 2018 Chinese court ruling awarding Tencent USD 2.9 million. This highlights the need for legal assurance in Copyright matters. As public officials, notaries must ensure deeds related to Intellectual Property Rights are legally sound and infringement-free. These concerns form the basis of the thesis titled *"The Role of Notaries in Copyright Legal Counseling (Case Study: Riot Games vs. Moonton)"*.

Materials and Methods

Types of Research

The word Research in English is *research*, which means an effort to trace or search for something using a certain method carefully, systematically and finally from the results of the research create a use that is used for the benefit of science and solves or answers a question or problem. In this study, the author uses a Normamatic-Empirical legal research method, which uses Secondary Data as the main material consisting of primary legal material, secondary legal material and tertiary legal material. The Secondary Data was completed and strengthened with Primary Data in the form of interviews with competent sources according to the research topic. The author examines the implementation or implementation of positive legal provisions factually in certain legal events.

Data Type

The data used in this research consists of primary and secondary data. Primary data was obtained through interviews with competent sources relevant to the research topic, namely legal experts in the field of Intellectual Property Rights (IPR). Secondary data was collected through literature studies, which include primary, secondary, and tertiary legal materials. Primary legal materials consist of binding legal sources such as the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law Number 28 of 2014 concerning Copyright, Law Number 30 of 2004 and Law Number 2 of 2014 concerning the Position of Notary, Law Number 13 of 2003 concerning Manpower, Law Number 13 of 2022 concerning Amendments to Law Number 12 of 2011, Government Regulation Number 100 of 2021 concerning Intellectual Property Consultants, Government Regulation Number 36 of 2018 concerning the Registration of Intellectual Property License Agreements, Permenkumham RI Number M.01-PR.08.10 of 2006 concerning Legal Counseling Patterns, and Government Regulation Number 42 of 2006 concerning Waqf. Secondary legal materials refer to sources that provide explanation and analysis of primary materials, such as books, papers, and journal articles relevant to the topic. Tertiary legal materials serve as supporting references that explain both primary and secondary legal materials, including materials from lectures, non-legal sources such as newspapers, magazines, and internet sources, as well as legal dictionaries used to clarify legal terminology.

How to Obtain Data

In this study, the author uses the method of obtaining secondary data as a method of obtaining data that can support the existence of primary data as complementary data. The data collection technique used is *library research*. Literature studies will be carried out in several places such as the library of Universitas Pelita Harapan, as well as accessing data from the internet such as online journals, and several reliable articles that can be proven to be authorship. Meanwhile, for primary data to support this research, a method of data acquisition is used by conducting interviews with resource persons who are experts in the field of Copyright and Notary.

Types of Approaches

In this research, the author employs several approaches, namely: the legal principles approach, which aims to identify applicable positive legal principles or doctrines; the legal systematics approach, which examines specific laws and regulations to identify key legal concepts such as subjects, rights, obligations, and legal events; and the case approach, which involves analyzing court decisions, both those with permanent legal force (*inkracht*) and those still under process.

Data Analysis

Legal material analysis is an academic step in utilizing the sources of legal materials that have been collected to be used in solving problems in this research. The author uses the nature of qualitative analysis, where the formulation of justification is based on the quality of the opinions of legal experts, doctrines, legal principles, theories, and from the normative legal formulation itself. Qualitative research is a research procedure that emphasizes more on the quality or content of data. The data analysis used in this study includes examining and analyzing everything obtained from secondary data and primary data with a qualitative approach to answer the problems studied.

Results and Discussions

Regulation on the Authority of Notaries in Conducting Legal Counseling in the Making of Copyright Transfer Deeds

1) Definition of Notary as a Public Officer

According to Law No. 2 of 2014 amending Law No. 30 of 2004 on the Notary Position, a notary is a public official authorized to create authentic deeds and perform other duties as prescribed by law. This aligns with Article 1868 of the Civil Code, which defines an authentic deed as one made by or before an authorized public official in accordance with legal formalities. Notaries are empowered to make authentic deeds for acts, agreements, and stipulations requested by parties, ensure date certainty, safeguard deeds, and issue grosses, copies, and excerpts, unless otherwise assigned to another official. Article 17 outlines prohibitions, including holding multiple conflicting positions, working outside their jurisdiction, or engaging in conduct that undermines the dignity of the office. The notary's role as a trusted public official requires adherence to legal ethics and office integrity. Notarial work must be conducted within the notary's official district or city, as deeds made outside this area are considered private. Supervision is conducted by the Notary Honorary Council (ethics) and the Notary Supervisory Council (legal compliance).

2) Duties and Obligations of a Notary

The authority of a notary as a public official extends beyond making authentic deeds; it includes providing legal services to the public with protection and assurance of legal certainty as regulated in Law No. 30 of 2004, amended by Law No. 2 of 2014. Article 15 outlines the notary's authority to create authentic deeds for acts, agreements, or determinations required by law or requested by parties, ensure date certainty, safeguard deeds, and issue grosses, copies, and excerpts—unless assigned to another official. Additional duties include legalizing signatures, registering under-hand letters, certifying copies, verifying document authenticity, providing legal counseling, drafting land-related deeds, and preparing auction minutes. Notaries also possess other powers granted by law. In practice, notaries produce two deed types: (1) *Relaas* deeds, which document actions witnessed or performed by the notary, such as minutes of meetings, and (2) *Partij* deeds, which reflect the statements or agreements of parties appearing before the notary, such as sale and purchase deeds or powers of attorney.

1) Notary Deed as an Authentic Deed

a. Providing Legal Certainty

Notaries, as public officials, are authorized to create authentic deeds involving acts, agreements, and determinations; ensure the date's certainty; safeguard the deed; and issue grosses, copies, and excerpts as outlined in Article 15(1) of the Notary Position Law. They are responsible for the accuracy of the deeds and serve as legal advisors, particularly for parties formalizing agreements. Such authority must comply with Article 1320 of the Civil Code, which requires four elements for a valid agreement: mutual consent, legal capacity, a specific object, and a lawful cause. Notarial services provide legal certainty and protection to the public, helping prevent deception and ensuring rights are preserved. However, notaries are prohibited from favoring one party, contradicting previous deeds, unilaterally revoking signed powers of attorney, disclosing deed contents or related information, reading deeds aloud unless parties have reviewed and agreed, and making deeds that violate laws, public order, decency, or involve falsification.

b. Notary Deed as Perfect Evidence in Court

Evidence in civil proceedings, as outlined in Article 1866 of the Civil Code, includes written evidence, witness testimony, presumptions, confessions, and oaths. Written evidence may consist of authentic or private writings, with authentic deeds—created in the form required by law before an authorized official—considered perfect proof under Article 1870, binding the parties and their heirs unless proven otherwise. A notary, as a public official, has the authority to produce such authentic deeds, making them crucial legal instruments in civil disputes. According to Sudikno Mertokusumo, a deed is a document intended as legal proof, signed by the parties as a binding record. Thus, notarial deeds serve as vital legal evidence, especially in personal or business matters, and function to recall and validate past events in legal proceedings.

c. Preventing Denial and Disputes

A notary, as a public official authorized by law, creates authentic deeds with perfect evidentiary power to ensure legal certainty and protection. According to the Notary Position Law, a notary must read the deed aloud in the presence of at least two witnesses (or four for wills) and have it signed by all parties, unless those present have already read and understood the deed, which must then be noted and initialed on each page. Failure to comply with these requirements reduces the deed's evidentiary value to that of a private document. "In presence" means the notary must be physically present during the signing. Violations of these rules result in the deed only having the evidentiary power of a private document. Signing immediately after reading is mandatory unless a signatory is unable to sign and provides a reason, reinforcing the strict procedures to maintain the deed's legal validity.

2) Other Obligations of Notaries Stipulated in the Law of the Notary Profession

a. Notary Gives *Advice* On Technical Aspects To The Audience

A notary providing legal counseling is akin to giving legal advice, offering explanations and guidance on legal matters to clients. Notaries play a key role in verifying agreements to ensure they comply with legal requirements and do not harm any party. For instance, in a Copyright transfer agreement where the Copyright is still being registered, the notary can explain that Copyright arises automatically upon creation and is transferable despite pending registration. Since official documents may be unavailable, the notary may request the Copyright application letter and a statement confirming the registration process, with parties agreeing to proceed with the transfer.

b. The Obligation of Notaries to Provide Legal Counseling

Legal counseling involves disseminating information to enhance public awareness and compliance with legal norms, fostering a culture of lawfulness. According to Article 15(2)(e) of the Notary Position Law, notaries are authorized to provide legal counseling related to deed-making, based on their expertise and guided by laws. Per Article 16(1)(a), notaries must act honestly, independently, and protect the interests of parties involved. Beyond clients, notaries can also offer legal counseling to the public to raise awareness of important legal issues. This counseling, akin to legal advice, helps clients understand legal matters and influences their decisions in legal actions.

Conception of Copyright Protection

1) Definition of Copyright and Types of Works

Intellectual Property Rights are divided into two parts: Copyright and Industrial Property Rights, which include patents, trademarks, industrial designs, integrated circuit layout rights, trade secrets, and plant variety protections. According to Article 1 number 1 of the Copyright Law, "Copyright is the exclusive right of the creator that arises automatically based on the declarative principle after a work is realized in real form without reducing restrictions in

accordance with the provisions of laws and regulations.” Copyright consists of Moral Rights and Economic Rights as stated in Article 4, where Economic Rights allow the creator to gain economic benefits from the work, while Moral Rights, which cannot be removed even after transfer, include rights such as including or omitting the creator’s name, using a pseudonym, altering the creation properly, changing the title, and defending the work against distortion or damage to the creator’s honor as explained in Article 5 paragraph (1). Article 40 paragraph (1) lists protected works including books, speeches, music, drama, artworks, architecture, maps, photographic works, cinematography, translations, adaptations, databases, video games, and computer programs. Furthermore, Article 16 paragraph (1) states that Copyright is a movable, intangible, and highly personal object, granting the creator the right to exploit the economic rights of their artistic, literary, or scientific work.

2) Copyright Protection Period

According to Articles 57 to 61 of the Copyright Law, Moral Rights of a creator are valid indefinitely, lasting for the entire duration of the Copyright. Economic Rights protection varies: per Article 58 paragraph (1), for works such as books, speeches, music, drama, artworks, and architectural works, protection lasts for the creator’s lifetime plus 70 years after death, starting January 1 of the following year; if co-owned, it lasts 70 years after the death of the last surviving creator (paragraph 2). For works owned by legal entities, protection is 50 years from the first publication (paragraph 3). Article 59 paragraph (1) states that for works including photographic works, portraits, cinematography, video games, computer programs, and compilations, protection lasts 50 years from first publication. Copyright protection safeguards the creator’s rights and their work, ensuring validity for the creator’s lifetime plus 70 years or 50 years for legal entities.

3) Creators and Copyright Holders

The creator is the person who personally produces a distinctive and personal work, as defined in Article 1 number 2 of the Copyright Law, while the Copyright holder is the individual or entity legally holding the Economic Rights, which can be the creator or another party but does not possess Moral Rights. According to Article 31, a creator is identified by being named in the work, declared as the creator, listed in registration deeds, or included in the general list of creations. Copyright consists of Moral Rights and Economic Rights; Moral Rights, per Article 5 paragraphs (1) and (2), are eternal and attached to the creator, including rights to name attribution, pseudonym use, alteration, title changes, and defending the work against distortion, and cannot be transferred during the creator’s lifetime but may be exercised by heirs after death. Economic Rights, explained in Article 8, grant exclusive economic benefits to the creator or copyright holder and can be transferred, while Moral Rights remain with the creator.

4) Copyright As an Asset with Economic Value

Economic Rights, as stated in Article 8 of the Copyright Law, grant the Creator or Copyright Holder exclusive rights to obtain economic benefits from their work. Article 9 paragraph (1) outlines these rights, including publication, reproduction, translation, adaptation, distribution, performance, announcement, communication, and rental of the work. Paragraph (2) requires anyone exercising these rights to obtain permission from the Creator or Copyright Holder, while paragraph (3) prohibits unauthorized duplication, performance, or commercial use. The law further defines Economic Rights as comprising the right to duplicate—making copies of the work in any form or duration—and the right to announce—making the work accessible to others through reading, broadcasting, or exhibition by any

means. These rights also apply to video game creators, who hold both duplication and announcement rights for their creations.

Transfer of Copyright by Notary Deed

1) Procedure for Making a Notary Deed for Copyright Transfer

Article 16 paragraph (2) of the Copyright Law states that Copyright, specifically Economic Rights, may be transferred wholly or partly through inheritance, grant, waqf, testament, written agreement, or other lawful reasons, while Moral Rights remain attached to the Creator. The transfer must be clear and in writing, with or without a notary deed. According to Article 2 and Article 3 of the Copyright Law, any use or reproduction of a work for commercial purposes requires permission from the Creator or Copyright Holder to protect their exclusive rights and prevent unauthorized exploitation. A notary, as a public official authorized under Article 1 paragraph (1) of the Notary Position Law, can create authentic deeds necessary for the transfer of intellectual property rights, as regulated in Articles 1867 and 1868 of the Criminal Code, which require written proof and authentic deeds for registration purposes. Before drafting a notarial deed, the notary must ensure the agreement meets the validity conditions under Article 1320 of the Criminal Code: agreement of the parties, legal capacity, certain object, and lawful cause. Thus, transfer of rights via a notary deed provides legal certainty and strong proof for the parties involved.

2) Forms of Notary Deed of Transfer of Copyright

The transfer of Copyright must be documented in an authentic notary deed, which serves as strong legal evidence. According to Article 16 paragraph (2) of the Copyright Law, Copyright can be transferred wholly or partly due to inheritance (with proof such as a will or court decision), grant (which requires a notary deed as per Articles 1682 and 1683 of the Criminal Code), waqf (regulated under Government Regulation No. 42 of 2006 allowing notaries to create Waqf Pledge Deeds), testament (requiring a notary deed with reporting obligations and possible sanctions for notaries under Article 16 paragraph (11)), written agreement (which must meet validity conditions under Article 1320 of the Civil Code and be notarized), or other lawful reasons such as company mergers involving intellectual property assets. Notaries play a vital role in ensuring the legal validity and enforceability of these transfers.

3) Legal Strength of a Notary Deed

a. As Perfect Evidence in Court

Article 1866 of the Criminal Code lists four types of evidence in civil proceedings: written evidence, witness testimony, assumptions, and confession or oath. Article 1868 defines an authentic deed as a document made in the legally prescribed form by or before a public official authorized at the place of its creation, while Article 1870 states that an authentic deed serves as perfect proof for the parties involved. Although the Copyright Law No. 28 of 2014 makes notarization optional for Copyright transfer deeds, using an authentic deed provides greater legal certainty and protection compared to a private (under-hand) deed, which only binds the parties and may not be fully recognized by a judge in court.

b. Preventing Denial of the Parties

Notaries prevent denial of their deeds by fulfilling their duties as regulated in the Notary Position Law and Code of Ethics. During deed-making, the notary must read the deed aloud in the presence of at least two witnesses, who must also sign the deed along with the notary and parties involved, as required by Article 16(1)(m) of the Notary Position Law. If the parties waive the reading after confirming they understand the contents, this must be noted and each page paraphrased. Failure to follow these

procedures reduces the deed's status from an authentic deed to a simple under-hand deed with lesser evidentiary value (Article 16(8) and (9)). Signing must occur face-to-face and on the same day as the reading, ensuring the deed's integrity and legal certainty. Violations of these rules result in the deed losing its authentic status (Articles 38, 39, 40, and 41). Article 44(1) mandates that all parties sign immediately after the reading unless unable to do so for a stated reason. Notaries, as authorized public officials, create authentic deeds that provide perfect legal proof, ensuring certainty, order, and protection.

c. **Providing Evidence for Third Parties**

A third party refers to someone not involved in signing a deed but affected by its content. Notaries must uphold prudence, professionalism, and integrity to protect all parties, including third parties, by verifying document validity and legal status of objects in the deed to prevent disputes. A notary deed, made by an authorized notary, has strong evidentiary power as "perfect proof" (Article 1870 Criminal Code). According to Article 16(1)(a) of the Notary Position Law and Article 3(4) of the Notary Code of Ethics, notaries must act honestly, thoroughly, independently, and impartially while safeguarding the interests of all involved.

The Obligation of Notaries to Conduct Legal Counseling in Copyright Transfer

1) **Understanding the Meaning of Copyright**

Copyright, defined in Article 1(1) of the Copyright Law, is the creator's exclusive right that arises automatically once a work is realized, protecting the creator's moral and economic rights as stated in Article 4. The creator, per Article 31, is identified by name in the work, registration, or official lists. Exclusive rights prevent unauthorized use, granting creators monopoly over their works, including performing and reproduction rights. According to Article 16(2), copyright can be transferred wholly or partially through inheritance, grants, wills, or agreements. The law protects creators—such as authors, artists, and programmers—from unauthorized use of their works, including video games, which are explicitly covered under Article 40(1).

2) **Notary's Advice for the Truth of the Contents of the Transfer Agreement**

Article 1313 of the Criminal Code defines an agreement as an act where one or more parties bind themselves to others, with freedom to determine its form, content, and terms. For an agreement to be valid and serve as strong evidence, it should be made before a notary, creating a notarial deed. Before drafting the deed, the notary must ensure the agreement meets the validity conditions in Article 1320: mutual consent, capacity, definite object, and lawful cause. According to Article 15(2)(e) of the Notary Position Law, notaries must provide legal counseling by explaining the legal consequences of making the deed to clients, reflecting the notary's social function.

The Role of Notaries in Facilitating the Transfer of Copyright with Authentic Deeds

Article 1 number 1 of the Notary Position Law (UUJN) defines a Notary as a public official authorized to make authentic deeds and perform other duties as regulated by law. Article 1 number 7 states that a Notary Deed is an authentic deed made by or in the presence of a Notary following prescribed procedures. According to Article 15, a Notary's authority includes making authentic deeds for all legal acts required by law or parties, ensuring the certainty of the deed's date, safekeeping the deed, and providing copies. Additionally, Notaries can authenticate signatures, certify dates of private letters, draft private letters, certify copies and legalization, provide legal

counseling related to deed-making, create land-related acts, and make auction minutes. Other powers are governed by applicable laws and regulations.

As stipulated in Article 15 paragraph (2) letter e of the Notary Position Law, notaries are authorized to provide legal counseling related to deed-making. Their duties are closely tied to agreements and provisions that establish rights and obligations between parties, offering legal certainty through authentic deeds. Notaries formalize the intentions of the parties into legally binding documents, in compliance with applicable laws. Specifically, notaries have the authority to make deeds of agreement, including those related to the transfer of Copyright. There are two types of deeds notaries can make: (1) *Relaas deeds* (official deeds), which document actions or events witnessed by the notary without the notary making decisions, such as GMS minutes; and (2) *Partij deeds* (party deeds), which record the parties' statements or agreements made in the notary's presence, such as sale-purchase deeds, powers of attorney, or credit agreements.

Notary Knowledge and Expertise in the Field of Copyright

1) Notary Education Background

To carry out their authority in providing legal counseling related to deed-making, notaries must possess comprehensive knowledge and competence, including in the field of Intellectual Property Rights (IPR). Article 3 letter e of the Notary Position Law requires notaries to hold a law degree and a Master of Notary, where IPR is a mandatory subject. Additionally, Article 3 letter f mandates a 24-month internship or work experience in a notary office. During this time, notaries gain practical knowledge, including in IPR, enabling them to draft deeds such as license agreements, trademark transfers, or fiduciary guarantees involving IPR. Thus, notaries must understand IPR objects, ownership, transfer status, potential disputes, and registration at the Directorate General of IP. Although not IPR experts, notaries must be sufficiently knowledgeable to provide accurate legal counseling and prepare valid IPR-related deeds.

2) Education and Training for Notaries in the Field of Intellectual Property Rights

To effectively provide legal counseling and draft deeds, notaries are expected to have knowledge in various fields, including Intellectual Property Rights (IPR). According to Article 3 letter e of the Notary Position Law, notaries must hold a law degree and a Master of Notary, during which IPR is a mandatory subject. However, there is no specific education or training in IPR for notaries. Article 3 letter f further requires a two-year internship at a notary office, during which prospective notaries gain practical experience, including in drafting IPR-related deeds such as Copyright Transfer Agreements. As mandated by the Notary Position Law, notaries are responsible for creating authentic deeds, including those involving IPR, such as license agreements, trademark transfers, and fiduciary guarantees, even though the requirement for a notarial deed in copyright transfers is not explicitly regulated.

3) Recruitment of Employees who Master Intellectual Property Rights at Notary Offices

Article 1 point 4 of Law Number 13 of 2003 on Manpower defines an employer as any individual or entity that employs workers with compensation, while Article 1 point 3 defines a worker as anyone working for pay. The relationship between a notary and their employees constitutes an employment relationship if the elements of employer and employee are met. Notary employees are not required to have specific legal expertise, as the notary remains responsible for legal counseling and any resulting legal products. According to Article 1367 of the Civil Code, a person is liable for damages caused by those under their responsibility, including employers for the actions of their employees. To maintain competence and accountability, notaries may undergo professional upgrading and are required to earn points

through continuing education, as part of quality assurance and supervision by professional organizations.

4) Notary Consultation and Assistance with Intellectual Property Rights Practitioners

Intellectual Property Rights (IPR) Consultants are regulated under Government Regulation No. 100 of 2021, which defines them as individuals with expertise in IPR who are registered to provide services related to IPR applications. Article 13 outlines their rights and obligations, including the right to fair remuneration and the duty to act professionally, comply with laws and ethical codes, maintain confidentiality, have a clear office, join a professional organization, and offer free services to underprivileged users. Although work registration with the Directorate General of IP is not mandatory, notaries or IPR consultants should advise creators to register their works to strengthen the legal presumption of ownership before entering into copyright transfer agreements. While notaries may lack the in-depth IPR expertise of consultants, they must have sufficient IPR knowledge to fulfill their authority in providing legal counseling and drafting deeds related to IPR, ensuring legal certainty and proper documentation.

Notarial Deed of Transfer of Copyright

1) Contents and Clauses of the Copyright Transfer Agreement

The stages of a Copyright transfer agreement must refer to Article 1320 of the Civil Code, which sets four validity requirements: mutual consent, legal capacity, a specific object, and a lawful cause. These requirements are divided into two elements: the subjective element, which concerns the parties involved. Mutual consent is shown by the parties' signatures and presence during the notarial reading of the deed, indicating agreement to transfer rights. Legal capacity is assessed by verifying whether the parties are adults or, in the case of legal entities, whether the signatory is authorized to represent the entity.

2) Objective elements are elements that relate to the object of the agreement.

In a Copyright Transfer Agreement, the objective element includes the Copyright being transferred and a lawful cause, such as verifying the authenticity of the certificate. According to Article 38 of the Notary Position Law, a notarial deed must include a heading (title, number, date, notary's identity), body (details of the parties, authority, intent, witnesses), and closing (reading, signing, changes). The agreement may regulate aspects such as scope, rights transferred, usage, registration, duration, and residual use by the creator. Notaries can advise clients on legal options and risks, such as when a Copyright is disputed—illustrated by the Riot Games vs. Moonton case involving alleged game plagiarism. Although Copyright arises automatically when a work is created, if Riot Games were to transfer its Copyright, a notary could include a clause acknowledging the dispute, with the parties agreeing to proceed and assume future risks. The notary's responsibility is limited to verifying formalities like identity and documents, and only economic rights can be transferred—moral rights remain with the creator and are non-transferable

3) Contents of Notary Deed

The content of a notary deed refers to the elements included in a deed prepared by a notary in accordance with applicable laws. As outlined in Article 38 of the Notary Position Law, a notary deed consists of three main parts: the beginning (including the deed title, number, date, and notary's identity), the body (containing the identities and capacities of the parties involved, their intentions, and witness details), and the closing (which includes statements on deed reading, signing, any translations, witness information, and notes on any alterations).

According to Article 1868 of the Civil Code, an authentic deed is one made in the legally prescribed form by or before an authorized official, namely the notary.

Reporting of Notary Deed to the Ministry of Law and Human Rights

Article 16 paragraph (1) letter j of the Notary Position Law mandates that notaries must submit a list of deeds or null records related to wills to the Ministry of Law and Human Rights within five days of the first week of each month. This reporting obligation ensures supervision and compliance, covering three types of deeds: notarial deeds, *waarmerking*, and legalizations. Each must be reported in detail, including deed number, repertoire number, date and time, title, and presenters. The application provided by the Ministry facilitates this process, enhances supervision, and promotes orderly filing by ensuring that all entries are interrelated and must be recorded promptly.

Provision of Deed Citations

Article 16 letter c of the Notary Position Law states that a notary is obliged to issue a *grosse* deed, copy of the deed, or deed citation based on the deed minuta, with a citation being a verbatim excerpt marked “given as a CITATION.” According to Article 54, a notary may only disclose or issue such documents to parties with a direct interest, heirs, or rightful claimants unless otherwise regulated by law. Violation of this provision may result in sanctions, including written warnings, temporary or respectful dismissal, or dismissal with disgrace. These documents must be stamped, including attachments to the deed minutes, and may only be issued by the notary who created them, a substitute notary, or the authorized holder of the notary protocol.

Views and Opinions of Experts

1) Academics

Copyright is legally protected even without registration, but registration is recommended to uphold the principle of openness, which ensures public access to information about the copyright, including its creator, rights holder, work type, and protection status, providing legal certainty. According to Article 15 of the Notary Position Law, a notary is authorized to create authentic deeds for acts and agreements required by law or parties, including authenticating signatures and certifying dates. However, the notary’s role in a Copyright Transfer Agreement is passive and limited to formalities, as ensuring the copyright’s validity or addressing material content issues is not the notary’s responsibility.

2) Intellectual Property Rights Consultant

Copyright, protected under the Copyright Law, differs from other intellectual property rights like trademarks and patents because it arises automatically upon creation without requiring state registration. Notaries must act honestly, thoroughly, and impartially when handling deeds involving Copyright, which is an intangible movable object. According to the Notary Position Law, notaries have the authority to provide legal advice and must carefully verify the object of transfer; if uncertain, they should consult IPR experts to avoid invalid deeds. In disputes, a notary deed serves as strong evidence, so it is crucial to confirm that the transferring party is the true copyright holder. While Copyright is automatic, transfers involving license agreements must be registered per Government Regulation No. 36 of 2018, and notaries should ensure this registration is part of the deed-making process.

3) Senior Notary

Notaries are authorized to provide legal counseling strictly related to the making of deeds, serving as makers of formal evidence without responsibility for material truth. While patent transfers require a notary deed by law, the Directorate General of Intellectual Property now also mandates notary deeds for Copyright transfers, which can occur through inheritance, grants (which must be notarized to be valid), *waqf*, testaments, written agreements, or other

lawful reasons like company mergers. Notaries act as trusted third parties, evidence makers, and compliance officers, maintaining neutrality and prudence to protect all parties' interests. However, their legal counseling on Copyright transfers is limited by their general expertise, as notaries lack specialized training in intellectual property, though continuous professional development efforts aim to enhance their competencies.

Conclusion

The role of notaries in providing legal counseling is emphasized in Article 15 paragraph (2) letter e of the Law on the Notary Position, namely notaries have the authority to provide counseling to the parties in the process of making deeds, including the deed of transfer of Copyright. Legal counseling by a notary is important to ensure that the parties understand their rights and obligations before carrying out certain legal acts. This is also a preventive means in preventing disputes in the future. The importance of an authentic deed in the transfer of Copyright As is the case in the case of Riot Games vs Moonton, an authentic deed made by a notary can provide a guarantee of certainty and legal protection for the parties so as to avoid disputes. Notaries play an important role in ensuring that the transfer of rights is carried out legally and does not violate the applicable law. The case of Riot Games vs Moonton shows the importance of legal copyright protection and the strategic role of notaries in providing guarantees for the validity of legal documents related to Intellectual Property transactions, including the transfer of rights and the creation of license deeds.

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