

Exploring Effective Negotiations on Copyright Transfer: A Qualitative Study of Business Communication in the Creative Industries

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To cite this article (APA): Siti Fariza Mohamad Isa, & Megat Al-Imran Yasin. (2023). Exploring Effective Negotiations on Copyright Transfer: A Qualitative Study of Business Communication in the Creative Industries. *International Business Education Journal*, 16(1), 33–49. <https://doi.org/10.37134/ibej.Vol16.1.4.2023>

To link to this article: <https://doi.org/10.37134/ibej.Vol16.1.4.2023>

Abstract

Practicing effective negotiation to achieve mutual terms and conditions is among the principles and important elements in business affairs. Therefore, this study explores how effective negotiation can enable any business activity in the creative industry to be executed smoothly while meeting the stakeholders' demands. Data were collected through a focus group discussion (FGD) involving four participants related to the creative industry. The interview data were transcribed, and ATLAS.ti was utilized to analyze the data using thematic analysis. The analysis reveals that effective negotiation in conducting business, particularly copyright transfer activities, may increase the commercialization activities in the creative industry. Furthermore, fairness in negotiation creates motivation to resolve a specific problem through negotiation and it is expected to bring impact and expectations onto the parties that are involved in the process. Thus, the study implies that content creators should pay more attention to improving the copyright transfer negotiation to flourish the Malaysian creative industry.

Keywords:

Creative industry, communication, copyright terms, effective negotiation

INTRODUCTION

South East Asia is one of the most diverse places on earth (CNA Insider, 2020). As part of the South East Asia region, Malaysia is also gifted with such diversity, blessed with a rich culture that multiplies from many tiers of identity that contributes to the creative industry. Since the 1980s, the economic pattern has diverted from the dependency on the export of agricultural goods to focusing on services, manufacturing, and tourism (Kok, Tan and Choon, 2017). As strengthened by other scholars (Abdulai, 2014; Isa, 2012; Mustapha and Abdullah, 2004), Malaysia's focus on industry is going through a paradigm shift from an industry-based to a knowledge-based economy or commonly known as the creative economy to stimulate the growth of the country.

In order for content creators to generate continuous wealth from their audiovisual-rich produce, copyright protection is needed. In Malaysia, a specific organization is appointed by the government under the Ministry of Domestic Trade and Consumer Affairs called the Intellectual Property Corporation of Malaysia (MyIPO). MyIPO's role is to collect and protect the creative work submitted for voluntary notification (VN) for the owner to use the VN as *prima facie* evidence. This provides proof against plagiarizing the owner's work.

The COVID-19 pandemic resulted in a distortion effect on all of the countries in the world, whereby multiple sectors of economies are facing a decrease, and the creative industry is no exception. Some businesses were even forced to shut down due to the inability to sustain the economic turbulence. According to a report by CENDANA (2020), 93% of the artistic industry players and production crews were affected by the pandemic, mainly due to the movement restriction order and the declining health quality that forced most operations to cease operation. The situation worsened with 70% of the business operations having to permanently shut their doors due to losing their source of income. Given the situation, the government and the private sectors made a lot of efforts and incentives to revive the creative economy, especially the content industry. RM 15 million was channeled through CENDANA, an increase from the previous year's allocation (CENDANA, 2020). This budget accommodated and benefited those in the content industry affected by the pandemic. The creative industry in Malaysia has also worked its way from the early days of P. Ramlee in the 1940s to the 1970s. However, empirical studies have shown and proven that the more victorious a television program or film is, the more it costs (Bourreau, Gensollen & Perani, 2003). Bourreau, Gensollen, and Perani (2003) added that the media industry production is in a category that is fixated on high costs and economies of scale.

More sustainable efforts in protecting the content industry and the creative industry stakeholders, copyright protection is to be enforced and implemented to improve wealth generation. Copyright law and protection in nations such as Malaysia is considered very premature compared to other massive contributors of content like Hollywood and South Korea (Khairul Anwar, 2019). In the United States of America (USA), copyright law was founded to advance the progress of science and useful arts by granting exclusive rights to creators. The USPTO (2013) mentioned in a green paper written in the *Copyright Policy, Creativity, And Innovation In The Digital Economy* that the protection that was granted bestowed to the creators is to provide incentives and continuously produce new work to be segregated to the masses. In the USA, content creators such as musicians, scriptwriters, and many other artistic producers are the ones who shape the culture and identity of the nation (USPTO, 2013). World Intellectual Property Organization (WIPO) supported this statement by stating that the value of the economic and intellectual property is a crucial mission in not only to provide sanctuary to the cultural identity but also to have the ability to multiply their wealth. British Council (2012) also mentions that the creative economy is the affiliating factor that bridges creativity, economics, culture, and technology altogether and has the power and ability to generate income and jobs by disseminating intellectual capital.

According to the WIPO, culture is the reflection of a society, which means it is represented as language, images that are in visual forms, and also performances that are traditionally formed. Culture is translated into the form of classical categories of arts, that are dramatic and musical performances, literary and visual arts are also included in this category. These forms of art are appearances of images, symbols, crafts, oral and performance arts that originated from tribal, religious, or ethnic culture. In this context, WIPO mentioned a culture

is ornated by a structure of intellectual property protection. According to AuYoung (2018), there is great potential for developing the creative economy. The international market values the creative economy in Malaysia at approximately RM 6.72 trillion, as mentioned by Musa in a report in 2016, out of RM 350 billion, as also mentioned by Hanifkuala (2014). Malaysia is identified as one of the top cultural producers among other neighboring developing countries such as Indonesia and Vietnam (UNCTAD, 2008). This is because of the effort and work the Malaysian Digital Economy Corporation (MDEC) promoted.

This study aims to explore how effective negotiation may have the potential to influence conducive contract production in efforts to distribute copyright work in the Malaysian creative industry. Qualitative data was collected using the focus group discussion (FGD) method through a webinar conducted by the Faculty of Modern Language and Communication, Universiti Putra Malaysia (UPM). Four participants were then selected according to their expertise and diverse demographic background, which produced rich data for the study.

LITERATURE REVIEW

Copyright Transfer Issues in Malaysia

Stakeholders involved in producing the content comprise directors, scriptwriters, and technical crews, as opposed to the TV broadcasters who purchase/control the execution of content. According to Alavi and Azmi (2019), Malaysian producers must transfer their works together with the copyrights to the TV broadcasters because these producers are being commissioned to produce the work. Malaysian program producers pitched the idea before the TV broadcast station created and aired the content. The production itself bears the production, and problems may occur if there are budget constraints.

It was also reported by Alavi and Azmi (2019) that there is a lack of bargaining power and negotiation between the content creators and broadcasters. TV broadcasters hold the price of the program produced, which again causes major challenges to the production owners because of the increasing production cost over the years. The predetermined cost compared to the payment received contributes to the quality of work and motivation of the industry players. Due to the foreseen problematic scenario that is happening here in the Malaysian content industry, the industry players need to be educated on a new course of action for a sustainable and better creative industry ecosystem so that all stakeholders mentioned above remain relevant, motivated to contribute to the wealth of the nation.

Table 1 provides the price range by TV broadcasters in Malaysia, which is the payment made to the production owners based on Alavi and Azmi's (2019) findings which have not changed much for about two decades. As for today, it is no longer sensible for the rate and range of price of purchasing these contents to be the same. The situation is not only occurring in the Malaysian content industry. In a report written on Deadline.com (2019) by Peter White, the rise of cost in drama production is being attributed by free-to-air broadcasters such as BBC and Channel 4 (C4) to the House of Lords Communication Committee Inquiry on Public Service Broadcasting In The Age of Video-On-Demand. The price rise is also happening to productions from Netflix and Amazon. C4 mentioned and strengthened that the typical budget for drama production has risen about 100% for the past few years from £725,000 per hour in

2013 to £1.5M in 2017. The rise in cost is particularly due to the increasing cost of production and the demand from the workforce to produce content from other content providers too. Malaysia and the United Kingdom are facing a high increase in production costs. www.scmp.com (2021) also reports a similar situation that is happening in the Korean entertainment industry too. With the emergence of *Hallyu*, or the Korean wave that is taking by storm across the globe tripzilla.com (2020), producing drama or films in Korea comes with a hefty price tag too, and the price has kept on escalating for the past 20 years due to the high salary of the stars, special effects and overseas shoots that each of the episodes can cost up to USD\$2.6M. (www.scmp.com, 2021).

Table 1: Price ranges from the broadcast stations in Malaysia

Broadcasting Station	Price Range	Duration of program
Radio Television Malaysia (RTM)	RM 100,000.00 - RM 110,000.00	90 minutes
Astro	RM 85,000.00 - RM 90,000.00	
Media Prima Bhd	RM 85,000.00 - RM 89,000.00	
Radio Television Malaysia (RTM)	RM 22,000 - RM 23,000.00	30 minutes
Astro	RM 18,000.00 - RM 20,000.00	
Media Prima Bhd	RM 18,000.00 - RM 20,000.00	
Radio Television Malaysia (RTM)	RM 42,000.00 - RM43,000.00	60 minutes
Astro	RM 40,000.00	
Media Prima Bhd	RM 35,000.00 - RM 37,000.00	

Source: Alavi and Azmi (2019)

The contributing factors to this high rise in price vary. Besides having multiple economic changes, Malaysia is a country that faces political changes, and its persistent high cost of living rests as an issue for the past and current ruling governments that will probably never be solved www.theedgemarket.com (2019). Economists believe that the development of a high rise in the cost of living derives from overpriced property prices, weak currency, and not to forget the ever-changing demand and supply of necessities such as food and shifting lifestyles that would be affected by technological advancement too.

Comparison of Copyright Policies in Malaysia and the United States

Intellectual property is a common term used regularly in the twentieth century. The common term refers to an array of legal governance that bestows copyright and ownership upon

respective owners. In Malaysia, the law on copyright is governed by the Copyright Act (2022), unlike patents, trademarks, and designs. Copyright has no specific system to register their creations. Due to the evolution of technology change, copyright law has adapted many advances from the originators of press printing to the existence of radio and television in the broadcasting industry and now the wave of the internet. The Congress of the USA amended the Copyright Act in 1998 to address issues that emerged due to the rapid growth of the internet by improving the rights, exceptions, and enforcement of the Digital Millennium Copyright Act (DMCA). As years passed after the DMCA's aspiration, the mass now faces new challenges related to copyright law and many improvisations were done to protect the creative works. The Universal Declaration of Human Rights (1948), or UDHR, is an international document that incorporates human rights. UDHR states that everyone has the right to protect moral and material returns. In general, copyright law serves different roles according to different countries while retaining the existing copyright standards established by international standards and treaties (WIPO, 2016). Malaysia is one of the 164 nations in the world that participated in the Berne (Paris) Convention that amended the Copyright Act 1987 to fulfill the requirement that was given by WIPO Copyright Treaty (WCT) and WIPO Phonograms and Performance Treaty (WPPT) (WIPO Copyright Treaty, 1996) (Monica, 2011).

Understanding the Role of Persuasion in Effective Negotiation

It is inevitable not to discuss the role of persuasion in making negotiation effective. In big firms, corporate communication is highly regarded in conducting business activities. Corporate derives from Latin linguistics that refers to the entire organization, while communication comes from the word communicate (Mohamad and Bakar, 2018). According to Yamauchi (2001), the literature on corporate communications goes back to the 1970s. During that time, corporate communications were known as public relations and were assigned to be the caretaker of the public relation department of a particular organization. Riel and Fombrun also define corporate communication as a persuasive management tool that focuses on establishing a preferable stakeholder establishment (Trapp, 2010). To support this statement, Argenti (1998) indicated that corporate communication is a management tool that emerged to the reaction of the escalating concerns towards the complicated protocols that need to be adhered to within corporate entities.

Within corporate communications lies two (2) types: internal and external (Varey, 1998). Internal communication is the act of distributing messages within the transformation process of the enterprise that involves delivering and receiving orders, generation, dissemination, and understanding performance data and task instruction. While external communication means messages that are divided between representatives of a system or environment form over promotional messages via mass communication media. Given the historical foundation and establishments of corporate communication within an organization, it is vital for creative industry players to understand the significance of practicing corporate communication in negotiating contract rudiments before performing any assigned work to them. In today's rapid economic development, commercial negotiations that are part of a communication tool are becoming complicated (Ashcroft, 2004). To fail to spend adequate time in detail results in uncertainty and leaves disputes and claims to endless unresolved issues.

Effective negotiation is essential in providing convincing information to the dedicated party involved in consuming the messages. According to Forbes (2017), in an issue that was published. Persuasive communication can be divided and classified into professional,

leadership, and executive communication. If a professional communicator conveys his or her message via presentations and deliverance in official meetings or gatherings and the message conveyed can be fathomed and processed by the crowd is a success. In contrast, a communicator within the leadership level persuades their audience to consider their delivered messages. An executive communicator aims to convince their audience to respond to the messages delivered. Meanwhile, in persuasive communication, the communicator acts as a pivot focusing on acquiring appropriate ideas, actions, and attitudes. A good persuasive communicator can empower others by conveying the information and message they are to deliver, and the receiver can react and take action over the messages relayed. Public relations, persuasion, and propaganda is very much related to one another and has a negative acceptance of their receivers (Messina, 2007). The study conducted by Alex Messina (2007) about considering ethical persuasion to be part of public relations practice has drawn quite interesting facts that support the fact that persuasion is needed in any form of effective negotiation.

METHODOLOGY

This study conducts qualitative methodology to collect the data. According to Fah, Khuan, and Hong (2021), qualitative research is frequently perceived as a suitable approach when not much information is available at that particular time. In this study, the data were collected through a focus group discussion (FGD) that was conducted in 2020 and 2021. Four informants were interviewed in the FGD, and each of the FGDs lasted for two hours. The FGD was conducted in dual-language, Malay and English, but the dominant language was English.

Table 2: The participant’s matrix in the FGD

Informant	Gender	Designation	Justifications for informants’ selection	Experience in the industry related to copyright
A5	Male	Copyright Tribunal Member, MyIPO	Expert on Copyright literacy and policy maker.	>10 years
D3	Male	Senior Lecturer Faculty of Modern Language and Communication, Universiti Putra Malaysia	Academic expert in the creative industry.	>10 years
A6	Female	Intellectual Property Lawyer from Shin Associates	Legislator who is well-versed in the Copyright Act & policies.	>10 years
C11	Female	Artist & Script Writer	Creative industry practitioner whose income depends on copyrighted work.	>10 years

The informants interviewed in the FGD were labeled as A5, D3, A6, and C11. They were chosen to contribute to the data collection due to their experience and expertise within the creative industry’s copyright protection policies and practices. Qualitative data acquired from this study were analyzed using the website version of ATLAS.ti software. The rationale for organizing the FGD was to discuss the importance of protecting copyrighted work to enable creative industry practitioners to increase their economic well-being and enjoy the benefits of protecting and commercializing the content produced.

Data collected from the FGD were transcribed verbatim using manual methods and with the assistance of Microsoft Word Dictation tool, and the content of the transcripts was given to the participants for validity tests. Then the transcripts were converted to PDF files and analyzed in the website version of ATLAS.ti software. The manuscripts were then coded line-by-line using thematic analysis.

RESULTS AND DISCUSSION

The codes from the interview transcripts were coded line-by-line with the website version of ATLAS.ti software, and 46 codes emerged from the data. The codes were then grouped into nine categories.

Table 3: Codes and the frequency

Code	Freq.	Code	Freq.
Copyright literacy	111	Voluntarily notification	8
Copyright protection	93	Film	8
Content creators	51	Voluntarily notification	8
Real problem	50	Lack in support	7
Contract	47	International treaty	6
Negotiation	46	Beijing treaty	6
Limitations of the creative industry	43	Statutory declaration	6
Experience	31	Copyright act Malaysia history	5
MyIPO	27	Legislative	4
Role of guilds	23	WIPO	3
Challenges in copyright protection	21	Berne convention	3
TV Station	21	Lacking behind	3
International copyright act	20	Legal advice	3
Copyright act	19	Abuse in negotiation	2
Bureaucracy	17	Level of protection	2
Negative stigma	15	Level of protection	2
MyIPO roles	14	Novel	2
Intellectual property	14	Substantial evidence	2
Limitation of Malaysian Drama	14	Monopolization	1
Politics	13	Copyright tribunal	1
Awareness	13	TRIPS (Morocco)	1
Copyright longevity	12	Pro-bono	1
Economic rights	10	Oppression	1

Next, the codes were code grouped into five categories which are listed in the table below:

Table 4: Categories

No.	Categories
1.	Bureaucracy and politics
2.	Laws and policy
3.	Copyright licensing and commissioning
4.	Negotiation
5.	Contract produce

Two themes later emerged from the study. The themes that emerged from the study are as suggested below:

Theme 1: Effective negotiation influences the outcome of Contract Rudiment

Theme 2: Fairness in Negotiation and Decision Making

A6 discussed a lot on how effective negotiation of copyright ownership between content producers and distributors has the potential to improvise contract production to achieve mutual consensus.

“It is important to know that intellectual property (IP) is like a bundle of straw. When they answer to many people of rights... with different agreements. Different rights, so theoretically. You are giving to the parties different rights....”

Pp.5. Line 161-167.

While A5 stated that the enforcement of laws and policies in Malaysia is as good as it is internationally, a problem that occurs in the Malaysian creative industry is that the creative industry practitioners are not educated on intellectual property literacy, which contributes to a lack of sustainable economic returns.

“Malaysia is signed with Berne Convention. So, once we are part of the convention, the intellectual property work is protected within the rules and policy of the convention. The fact with Malaysian today, the majority of creative industry practitioners are not literate in intellectual property literacy. Due to the lack of understanding of exercising their rights within copyright protection, many problems have risen.”

Pp. 7. Line 226-249.

A5 also stated the problem with Malaysian creative industry practitioners is that they are afraid to negotiate contract terms due to the worries of backlash.

“... The problem with the industry is that there is a culture of fear of being blacklisted by the industry if one is being too loud or outspoken in exercising their rights to the copyrighted work.... If the creative industry practitioners.”

Pp.27. Line 602-639

A6 also agrees with A5, where the problem within the industry is the unwillingness to negotiate is among the problem within the creative industry.

“Yes, the practitioners must know and be willing to negotiate. And please understand that it is not about them being difficult or troublemakers. This is because the contract clause is very important to be read carefully and understood. TV stations would usually commission the job to the content producers and pay a hefty sum. Still, suppose there are situations where these practitioners pitch the content to TV stations. In that case, there might be room for collaboration instead of commissioning jobs only where they can both together share the rights over the copyrighted work.”

Pp.18. Line 643-652.

C11, the scriptwriter also stated that the government and policymakers should be seriously looking into copyright issues.

“I would always want to exercise my rights. But I don’t want to be seen as a troublemaker. And also, policymakers should be helping us creative industry practitioners too. Unlike in the United States and the United Kingdom, their policymakers and creative guilds are always looking into ways to improvise the livelihood of creative industry practitioners.”

Pp. 19. Line 684-696.

From the explanation and discussion of the excerpts above, many concerns raised by the informants related to the intervention of the policymakers and government in the livelihood of industry practitioners are important. This is because the government and policymakers are neutral entities that can be the mediators to suggest possible methods or guidelines for problem-solving. The willingness to negotiate copyright and contract terms must be nurtured among the creative industry practitioners in order for policy makers and many other stakeholders within the creative industry.

Theme 1: Effective negotiation influences the outcome of Contract Rudiment

Negotiation is an activity that involves two or more groups of people in the endeavor to achieve consensus in a matter that is discussed where their inceptive preferences differ from one another (Bazerman & Carroll, 1987; Kelley & Thibaut, 1978; Pruitt, 1981,1983; Pinkley, 1990). Negotiations can span across a wide perspective within organization issues and objectives, responsibilities, and diverging ideas (Frank et al., 2011). With that being said, this is the reason why negotiation is needed in discussing any matters to be able to achieve consensus. In order to be able to achieve any sort of consensus through negotiations, the process can be very stressful O’Connor et al. (2010) and is time-consuming.

According to Breen and Little John (2000), there are three types of negotiations in implementing the education system. The first one is personal negotiations, interactive negotiations, and procedural negotiations. All of these three elements provided below are required and attached to one another with different roles and co-exist.

1. Personal negotiations mean the psychological process that draws attention within the intellectual dimensions such as discriminating, analyzing, and synthesizing, memorizing, and recalling such information that was given to them. Negotiations in this context refer to the unforeseen complex psychological processing that happened in the exploration of understanding and the attempt to be understood.
2. Interactive negotiations in this context refer to the essence of conversational interaction (Garfinkel, 1967). Negotiation is apparently used to make people understand the contents of the message delivered. Interactive negotiations, however occur in an unprompted way within the direct social activities.
3. Procedural negotiation refers to the main purpose of personal and interactive negotiations to uncover the portion of meaning (Breen and Little John, 2000).

Negotiation skills are a professional activity when it is done in a perfect manner. According to Amason and Sapienza (1997), to acquire a victorious outcome in group

negotiations, one must feel pleasantly comfortable to be able to deliver his or her opinions and take part in the conversation that is conducted in the discussion. Negotiation activities may be a daunting yet stressful process (de Wit, Jehn & Scheepers, 2011).

Associates of an organization are required to clinch and negotiate about issues on how to complete assigned tasks. There are two types of negotiations: social power and the co-occurrence of the job given. Each group member should be able to feel comfortable with one another by delivering their opinions to group members or actively taking part in group negotiations to obtain a victorious result within a group negotiation (Amason and Sapienza, 1997; Edmundson, 1999). Sharp-witted and educated professionals have the ability to obtain sustainable consensus for sustainable growth for the organization that they are attached to.

Negotiation is the process in which explicit proposals are presented with the clear purpose to reach an agreement on an exchange or on achieving a common interest in the presence of conflicting interests. Ioan Popa (2006), in an economic report, indicates several elements in negotiation, which are:

- It is a process that involves parties that attempt to reach consensus.
- A form of communication that searches for agreement within organizations that are having conflict.
- Negotiation is a process where the strategic partner's objective is to achieve a standard result for each of the partners.
- Negotiation is also said to be a complex process that focuses on communication between two or more partners that are involved in a larger relationship system.

Based on the above definitions of negotiations by the scholar Ioan Popa (2006), negotiation is to contribute to bringing balance, stability, and sustainability to an organization that is used to adapting to change. Negotiations can be used in solving three types of conflicts which are environmental sustainability, economic sustainability, and sociocultural sustainability. Negotiation skill development transcends multiple fields of study as follows.



Figure 2: Multiple disciplines related to negotiation

Source: Lewicki (1996)

There are many definitions of negotiations being given by scholars across the years. The creative industry is evolving day by day in producing their content that involves the increase of costing in production as fast as inflation (Kagan Media, 1997). The increase mentioned in the production is those involved in producing film, TV, and sports entertainment.

The expeditious advancement in the increase of the cost is consistent with the economic theory at that time.

A study done by Kagan Media (1997) of TV Programming Costs for Entertainment and Sports Rights Fees indicates the scenic situation happening in the creative industry. The entertainment industry is facing the ultimate test of the dynamics of demand and supply chain underlying the fundamentals of the free enterprise system and free market economy. Between the years 1986 to 1996, the sum of investment in motion picture production and the release cost that is produced by massive production houses increased between 3.2 billion to 13 billion. This difference has increased four times higher within ten years. According to the report, when it comes to TV Programming, the final benchmark and reference are usually achieved during the beginning of the next negotiation. Market demand depends on the multiple productions on the content distribution and creates tension that requires upward pressure on prices at the wholesale extent. The resolution to go global equals a crucial obligation in going into a different new norm, and due to this, detailed and curated measures of collecting information, accessing, and formulating action plans is required (Tookey, 1975).

Theme 2: Fairness in Negotiation and Decision Making

Fairness in negotiation creates motivation to resolve a specific problem through negotiation and it is expected to bring impact and expectations onto the parties that are involved in the process (Albin, 1993). Albin also mentions that the originality of fair play is both intrinsic (ethical) and practical. The notion mentioned in practicality contributes to the meaning of assisting parties involved with solutions, coordinating expectations, and adopting great relations for future endeavors. Fairness issues lifts fundamental questions that contribute to who is the negotiation fair to? Is it fair to all the parties involved? Or is it fair to the eyes of the world? Or to any sort of community? In order to pursue mutual agreement, the main challenge is most likely to come out with a process and outcome that is deemed as fair as it is to the ecosystem involved. The study done by Albin (1993) in recognizing and identifying the four (4) types of fairness in negotiation which are: structural fairness, process fairness, procedural fairness and outcome fairness.

Negotiation must not be viewed as a hostile situation that threatens individuals in decision making moments, instead it should be viewed as an opportunity that causes fresh ways of resolutions and problem solving that would mutually benefit all parties involved (Eftimie, Moldovan and Matei, 2012). Adopting from organizational development studies, negotiation in organization is a form of communication that yields better communication in developing and destabilizing companies. Negotiation of all is a form of communication that is devoted to produce a consensus between parties that are involved in the negotiation processes (Eftimie, Moldovan and Matei, 2012).

CONCLUSION

This study explores how effective negotiation can enable any business activity in the creative industry to be executed smoothly while meeting the stakeholders' demands. The findings and outcome of the study suggest that effective negotiation has the potential to improvise the terms and conditions within a contract between stakeholders of a copyrighted work. The quality of

qualitative data acquired from the FGD involving four informants has contributed to the richness of the findings. 46 initial codes were acquired from the data analysis procedure using the website version of ATLAS.ti software. Five categories were then acquired from the codes, and two themes emerged from the coding process, (1) effective negotiation influences the outcome of contract rudiment and (2) fairness in negotiation and decision-making. The significance of the study is that results obtained from the FGD suggest that effective negotiation may influence the contract terms.

As stated by the participants in the FGD, they are hoping for an increase in monetary returns through the copyrighted work they have produced. The contract terms within the contracts between parties involved in the copyrighted work should favor all parties involved, especially to uphold their moral and economic rights. According to Spence and Owen (1977), it is necessary for content producers to increase their budget for productions to attract more audiences. With the awareness of encouraging fairness in negotiations in performing any work and in creating contracts, mechanisms such as Social License to Operate (SLO) are proposed to be practiced among the parties in the creative industry.

Social License to Operate is defined as beliefs, perceptions, and opinions created by the local population and other stakeholders of a project. Social License to Operate is a term that is frequently used in Australia in negotiation terms in persevering their forests. According to sociallicense.com, the concept of informal social licenses is compatible and differs from the legal practices in countries that are exercising under the common law. An interesting fact that makes Social License to Operate unique and has the potential to be adopted is that it is granted on a site-specific basis or, in other words, practiced in individual projects. For example, a particular buyer or tv station may have a social license over one operation but not for other projects to be executed. Persuasion and re-negotiation between parties need to be renewed along the way of transaction activities of the content created. Negotiation, characterized by Sawyer and Guetzkow (1965) is “*a process through which two or more parties-be they individuals, groups, or bigger units*”. They all interact in developing potential mutual agreements with one another and providing guidance to their true behavior (Roloff and Putnam, 2003).

Negotiation is also a distinctive form of social interaction between parties involved that includes arguments, persuasion, and exchanges of information to reach a consensus. Among the essential methods of negotiations in decision-making are critical elements in commerce, diplomacy, law, and day-to-day international life (Zuckman et al., 1996). It is hoped that in the future, researchers could continue to understand and explore continuously of copyright work in the creative industry and use more samples with a diversity of demographic backgrounds (e.g., content distributors, production house owners, university students, and lecturers, content creators and the lawmakers) that contribute to the ecosystem.

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