

Contract Agreement Literacy Among Creative Industry Practitioners in Supporting the Gig Economy in Malaysia.

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Abstract

Statistics suggest that the gig economy contributors are from the age group of youths and young adults. Therefore, the gig economy's ecosystem offers a pay-per-job work concept that doesn't require any prolonged relationship between the stakeholders. The unmatured experience in conducting business and involvement causes effects such as a lot of these young creative industry practitioners have lack of knowledge and literacy of how contract agreements should be curated in order to secure their moral and economic well-being. The objective of this study is to understand the contributing factors of lack of knowledge of contract agreement produce and how the expansive literacy of it have the potential to contribute to the longevity of wealth sustainability in the gig economy. This study was conducted in a qualitative method with two (2) types of interviews which were one-to-one interviews and webinar with six (6) informants in total. The qualitative data was then transcribed verbatim and analysed using the website version of ATLAS.ti with the outcome of three (3) themes that emerged from the study. The findings of the study suggests that the importance of contract agreement literacy would strengthen the creative industry practitioner's economic well-being in the long-run.

Keywords: Contract agreement, creative industry, literacy, technology, economic, business

INTRODUCTION

Malaysia strives to be a blooming nation that has the potential to flourish the economic well-being of technopreneurs that are involved in many genres of technological nature of businesses. Therefore, technopreneurs are also those who contribute to the development of the creative economy. First let's understand the definition of technopreneur in a nutshell. According to thecodework.com (2020), technopreneur-ship is a method that the business people behind it fully utilise technological advancement and innovations into their entrepreneurship skills. Mosey, Guerrero and Greenman (2017) stated that since the advancement of technological entrepreneurship has attracted many policy makers and researchers to study its significant impact towards economic growth.

Given the diversity and fast moving technopreneur's business environment, a lot of the technopreneur industry players are also the ones who contribute to the gig economy. Edisonresearch.my (2018) indicates the definition of gig economy that derives from the music industry which was "gig" plays that portrays inconsistent work and pay-per-job. Due to this nature, ILO (2017) stated that the gig economy is here to stay in the long run as the economic progress in a country grows stronger and their youth has more tendency to be part of its contributors too. Let's understand in this situation, where there is a need to nurture the gig economy players with appropriate knowledge on how to manage and sustain their income in the long run. Among the knowledge nourishment suggested for these industry players are contract agreement literacy. According to investopedia.com (2022), contract theory is the exploration of how many other parties and entities that are involved into a mutual achievement of understanding to produce a legally supported documented agreement. In legal terms, contract theory is a term that is used to describe the study of how organizations produce documented mutual agreement. Idealistically, contract agreements were being put to existence to avoid such disputable circumstances and misunderstanding to occur for pursuing any arrangements. It is inevitable to understand the relationship between the creative economy and the significance of contributing to the gig economy. According to Suciu (2008), the creative economy is relatively revolving around the creativity and ideas that generate wealth.

Previous studies conducted by scholars of the economic well-being of the practitioners in the creative industries were that they are not able to sustain their income from the intellectual property (IP) work that they produce. Therefore, most of the creative industry practitioners in Malaysia depend on a project basis income. In normal practice conduct of business, before any work or job is to be commissioned. A contract is developed to state all the terms and conditions, job details and requirements, deadlines, price of the contract and many other items that require mutual consent and agreement by parties involved must be produced, later on read, understood and signed upon. However, this is not the case for every work commissioned. This study was conducted to explore two (2) objectives which were to understand the importance of contract agreement literacy among the technopreneurs before initiating any assigned job and to explore the factors that contribute to the success of being a technopreneur in Malaysia.

METHOD

This study was conducted in qualitative method with one (1) focus group discussion (FGD) in a webinar form, and also one (1) informant interviewed in a one-to-one interview, and one (1) panellist were being interviewed in a webinar. The interview audios were later on being transcribed verbatim into a document form and analysed using the website version of ATLAS.ti software. The study conducted was in the range of years of 2022-2023 with qualitative methods. As commonly known in research design strategies, there are three (3) types of research methods which are qualitative, quantitative and mixed methods. Therefore, each of these methods has unique and dynamic procedures in the process to acquire data and information. Qualitative methods on the other hand proffers an approach that requires philosophical viewings, inquiry strategy, methods of data collection, procedure in data analysis using various types of computer-assisted qualitative data analysis software (CAQDAS) (Creswell, 2009). One (1) focus group discussion (FGD) and two (2) one-to-one interviews were conducted in a webinar and google meet format. The FGDs were conducted in 1 hour 40 minutes, while the one-to-one interviews were conducted in less than one (1) hour. Kitzinger and Barbour (1999) stated that the participants who are selected in a particular focus group activity are actually focused on a topic or issue discussed and will interact with the rest of the participants in the group and will each generate ideas with one another. The focus group discussion (FGD) that was conducted in this study marks a significant finding whereby the diversity of the data acquired signifies the purpose of this study. Focus group discussions have been used for many purposes that would eventually be the tool for gaining and extracting data in fields such as military intelligence, marketing and consumer research, academic work and many more (Kamberelis and Dimitriadis, 2005; Kruger and Casey, 2000). The tables below indicate the informants' profile of the study conducted.

Table 2: Panellist profile of “Building Repute Intellectual Property: Experiential Learning from Upin Ipin” webinar.

Panellist	Gender	Designation	Justification of selection for the webinar	Method of interview / duration
C13	Male	Founder and Owner of Les' Copaque Production	Possess wide experience in copyright ownership and managing a creative firm.	Webinar / 1 hour 15 minutes

Table 2 indicates the profile for the panellist from the “Building Repute Intellectual Property: Experiential Learning from Upin Ipin” webinar. The webinar was held and broadcasted through the official Facebook page of Faculty of Modern Language and Communication, Universiti Putra Malaysia. The panellist was labelled C13 when the transcribing process was conducted.

Table 3: Informant profile of one-to-one interview with a technopreneur

Informant	Gender	Designation	Justification of selection for the webinar	Method of interview / duration
Y1	Male	Project Manager of a technology product firm	Possess wide experience in managing government contracts/ procurement	One-to-one interview/ 30 minutes

Table 3 indicates the profile for the informant that was chosen to discuss the significance of understanding and being literate of contract produce in order to achieve mutual consent to execute work. This interview was conducted via an online session using Google Meet for about 30 minutes. The informant was labelled Y1 when the transcribing process was being executed.

Table 4: Panellist profile of “From Script to screen: Know Your Rights!” webinar.

Panellist	Gender	Designation	Justification of selection for the webinar	Method of interview / duration
A5	Male	Copyright Tribunal Member	Part of MyIPO’s copyright tribunal	Webinar/ 1 hour 41 minutes
D3	Male	Senior lecturer FBMK Universiti Putra Malaysia (UPM)	A senior lecturer of media and broadcast studies	
A6	Female	Lawyer from Shin Associates	A lawyer who has experience managing projects that is related to copyright protection.	
C11	Female	Script writer	A script writer who has dealt with issues of copyright	

Table 4 indicates the details of the panellists that were present during the webinar. The webinar was also aired live and broadcasted through the official Facebook page of Faculty of Modern Language and Communication, Universiti Putra Malaysia. The panellists were later then labelled A5, D3, A6 and C11 during the audio transcribing process.

The panellists and informants were chosen prior to their expertise and knowledge in their respected fields and nature of work regarding contract produce literacy in performing any jobs being commissioned. The research design is as stated in the table below according to their cluster.

Table 5: The research design for this study.

C	A	D	Y
Content Creators	Agency	Distributors	Technopreneurs

Table 5 above indicates the meaning of acronym C, A, D and Y that is used in this study. All of these informants and panellists that were interviewed in the study represent different expertise within their nature of work. The study design of clusters of informants and panellists was because the stakeholders in the creative industry had all of these mentioned elements: content creators, agency, distributors and technopreneurs. Six (6) informants and panellists in total were interviewed in this study. The interview sessions were recorded in mp4 format, and later on were transcribed verbatim manually into a document form. Three (3) manuscripts were produced from the audio transcribing process and analysed using the website version software of ATLAS.ti.

RESULTS

Generally, interviews conducted be it in focus groups or one-to-one interviews are most likely unstructured, and are exploratory bases (Liljestorm et.al., 2007). Liljestorm et.al., (2007) added that a number of people were being put together in a discussion-like environment that was being put together by the anchor or ‘moderator’ where they can selectively discuss a certain issue to be addressed upon. The study explores the understanding of six (6) individuals that were interviewed, and later on discovered sixteen (16) codes, six (6) code groups and three (3) themes. Three (3) manuscripts were then produced from the transcribing process. The data acquired in this study were analysed using the thematic analysis approach using the website version CAQDAS of ATLAS.ti. The details and iteration of the codes are as stated in Table 6 below:

Table 6: The table below demonstrates the list of sixty-six (66) codes

Experience	Content Creators	Copyright literacy	Elements in copyright	Copyright act	Statutory declaration
Voluntarily notification	Copyright act Malaysia history	Challenges in copyright protection	MyIPO	Level of protection	Intellectual property
Film	Novel	Substantial evidence	Limitation of Malaysian Drama	Limitation of Malaysian Drama	Limitation of the creative industry
Contract	WIPO	International copyright act	International treaty	Berne Convention	TRIPS (Morocco)
Awareness	Economic rights	TV station	Oppression	Monopolisation	MyIPO roles

Copyright tribunal	Negative Stigma	Copyright longevity	Role of guilds	Producer	FINAS
Creative Industry	Negotiation	Legal advices	Real problem Legislators	Legislative	Commissioned project
Politics	Bureaucracy	TV producer	Abuse in negotiation	Lack in support	Lacking behind
Pro-Bono	Beijing Treaty	YouTube	Original Idea	Good Artists	Finance Management
Government dependency	Digital piracy	Contract	Management Knowledge	Long term protection	Negotiation
Business in Creative Industry	OTT	Online platform	International market	Legislators	Legal advices

Table 7: The table below demonstrates the list of six (6) code groups that were grouped and clustered according to the codes that were identified.

Code groups (CG)	Group name
CG 1	Legal Awareness.
CG 2	Lack of efficiency and awareness of contract produce.
CG 3	Technopreneurs in the creative industry.
CG 4	Law and guidelines.
CG 5	Negotiation skills.
CG 6	Expensive fees in legal services.

The code groups explanation and quotations from excerpts are as stated below:

CG 1 – Legal Awareness.

Based on the study conducted, almost 4/6 individuals that were interviewed stated that the creative industry practitioners as they were aware of have lack of literacy in legal awareness in order to construct any contract or agreement in order to administer any job or work that is bestowed upon them. Excerpt Y1 stated his opinion below:

“Based on my experience, the people in my business or industry have very shallow knowledge on legal matters especially when it comes to contract making. And if there were to happen any problems in the future regarding the contract they were pursuing, dispute matters would occur. But in my case, I personally have legal knowledge because a part of my business is about property. This requires me to learn about law.”

Excerpt Y1

Excerpt C13 stated his concerns of whoever had any contract proposed upon them, to carefully read the terms between the lines to avoid any misunderstanding in the near future.

“At first, nobody bothered about Upin Ipin in Indonesia. When we first proposed earlier of the show to Indonesia, they wanted to dub the original Malaysia Language into Indonesian. No longer after that, the show became so popular in Indonesia and the Indonesian started to offer us another contract that we were not aware of. At that particular time of 2004-2005 nobody around us had the experience of selling creative content abroad. And as time passed by, we only had the payment after 8 months. And I would like to advise everyone that we need to be very careful when it comes to negotiation. Read the contract carefully.”

Excerpt C13

CG 2 - Lack of efficiency and awareness of contract produce.

Excerpt A5 in the webinar stated that every audio-visual content that was purchased by the distributors or television station are to be aired many times, and this was not included in the contract – of the number of times the audio-visual content to be aired. This situation however made the content producers furious due to the unclear statement in the contract.

“For over 20 years I have been in the business taking care of cases like this from the creative industry regarding copyright and contract produce between purchaser and producer, the situation has never become better. I mean, the content producer may sign a contract that is being provided by the distributor without knowing the number of airings of the content. As we all know, legislation and guidelines are clearly there, but the TV station must be aware of this.”

Excerpt A5

CG 3 - Technopreneurs in the creative industry.

Excerpt A5 is the only technopreneur that was interviewed in this study whereby he himself has expansive knowledge of contract act and law. This is because technopreneurs are basically business owners and have business code of conduct knowledge that includes legal literacy.

“In my circle, the entrepreneurs have their own mentor or school of thought. And most of them understand the importance of having a hired lawyer in assisting them to conduct their business. But there are also entrepreneurs that I know are skeptical to trust a lawyer.”

Excerpt A5

CG 4- Law and guidelines

Excerpt A6 is the legal practitioner that was interviewed in this study. She stated that existing the laws and regulations in Malaysia already implies international treaties and guidelines. However, the implementation and practice of laws differs from one another that creates scenarios that we see today in the creative industry.

“Yes...Malaysia is signed with the Berne Convention and once we register our copyright, whatever is being implemented in the Berne Convention is being implemented to all participating countries in the world. This very much protects your copyrighted work. If you talk about the Copyright Act, the act itself has undergone many amendments that suit the advancement of technology and demand of the stakeholders.”

Excerpt A6

CG 5 – Negotiation skills.

According to Blok (2019), two (2) scholars Fayol and Taylor (1911) were the founding theorists of scientific management which lists the five (5) functions of management which are planning, instruction, organizing, control and coordination. In this context, ‘control’ may be used to refer to the term negotiation. Therefore, A6 stated that the creative industry practitioners or copyright owners that she met before have no willing power to negotiate and make the choice of being oblivious of the situation they are dealing with. Yet, hiring a lawyer is too expensive for them.

“The problem with this industry (creative industry) as I am aware of is that they are not willing to negotiate any form of terms that is being proposed by the broadcasters or potential distributors due to fear of being black listed. The guidelines and copyright act are clear enough to protect them if any arising issues occur, but they are still not brave enough to come up and fight for their rights.”

Excerpt A6

CG 6 - Expensive fees in legal services.

In this code group, the creative industry practitioners presume that the legislatives and laws are there to menace and stir their oppressed situation even harder.

".. Just to bear in mind... the practice here in Malaysia is a bit different compared to other countries. And the presence of legal advisors sometimes drags the whole issue into a prolonged manner and we creative industry practitioners who already earn peanuts do not have the time and resources to comply with all this. We just want to do our art!"

Excerpt C11

Table 8: The table below demonstrates the suggested themes that were acquired from the study.

Themes	Theme description
Theme 1	The lack of awareness on legal matters and procedures contributes to lack of good terms in contract agreement among the creative industry practitioners.
Theme 2	Low returns of investment (ROI) within the industry discourages the creative industry practitioners from having access to legal advice that is perceived as costly.
Theme 3	Better understanding and literacy of contract produce contributes to better economic livelihood among the creative industry practitioners.

DISCUSSION

In this study, four (4) themes were discovered and suggested to be the output from the interviews conducted. As this study aims to understand what are the contributing factors of the lack of contract produce literacy among the creative industry practitioners. The second objective is to understand the literacy of copyright. The objective of this study was to understand the contributing factors of lack of knowledge of contract agreement produce and how the expansive literacy of it has the potential to contribute to the longevity of wealth sustainability in the gig economy.

The first theme of the study suggests the lack of awareness on legal matters and procedures contributes to lack of good terms in contract agreement among the creative industry practitioners. This matter was mainly discussed in the *"From Script to screen: Know Your Rights!"* webinar. According to the discussion with fellow panellists in the webinar, most of the participants agreed that the creative industry practitioners are lacking in the area of legislation literacy especially in understanding the contents of the contract. Given the situation, this is among the greatest issues that the creative industry practitioner is dealing with that contributes to misunderstandings in contract & agreement signing.

The second theme in the study suggests that the low return of investment (ROI) within the creative industry discourages the practitioners to seek for legal advice from legislators. Legal advisers' services were known to be expensive and costly and would be time consuming for some. Due to this scenario, the creative industry practitioners would refrain from legal services and would proceed their commissioned job the easy way which is not to bother that

much on the significance of understanding and negotiation to achieve mutual consensus on signing a contract.

And last but not least, the third theme suggested in this study that with better understanding and high literacy of contract produce contributes to better economical and livelihood among the creative industry practitioners. Given the situation, in the *“Building Repute Intellectual Property: Experiential Learning from Upin Ipin”* webinar, the CEO that was interviewed earlier had expansive knowledge and literacy of conducting his animation content into a profitable business. From his sharing in the webinar as he was among the pioneers of foreign export on Malaysian animation content, he stated that upon agreeing any terms and conditions of a contract, one must be able to understand and read between the lines to avoid any misunderstanding in future. The technopreneur that was interviewed earlier in this study also agreed that one must have basic contract literacy in order to secure their business transaction. But if the person does not acquire any knowledge within the legislation or contract produced, he or she must seek advice from a qualified legal practitioner.

Table 9: The table below suggests the point of view (POV) and rationale of each of the informants and participants that was interviewed in this study according to their affiliations.

Informant	Role of informants	Point of View (POV)
A5	Part of MyIPO’s copyright tribunal	As part of the managerial level in an organisation which is being appointed to be the caretaker of copyright repository in Malaysia, A5’s views concern both the legislative and practice. His thoughts and opinions would balance the input out of the discussion and provide insightful suggestions of problem solving of the phenomenon in the webinar.
D3	A senior lecturer of media and broadcast studies	This participant was a practitioner from the audio-visual industry and has experienced the perks and disadvantages of the content industry. With the experience that he has acquired, he then served as a lecturer teaching broadcast studies in Universiti Putra Malaysia. His opinions and thoughts were also academically articulated and delivered throughout the discussion.
A6	A lawyer who has experience managing projects that is related to copyright protection.	A6 was the key drive of the discussion where she had vast and in-depth knowledge of the law and how it would be in practice. A6 also suggested a lot of possible problem solving from the issues and phenomenon that was raised in the discussion. A6 strengthens a lot about the availability of legislation that has the power to provide protection to the content creators over their copyrighted work.
C11	A script writer who has dealt with issues of copyright	C11 stated a lot of her hardships and challenges to sustain her career stability and income to be a scriptwriter. A lot of her

		experience expressed her frustration of being in the creative industry as if the industry is not being taken seriously.
C13	Founder and Owner of Les' Copaque Production	C13 interview session was interesting because his background is a combination of engineering, business. His knowledge has nothing to do with creative content, but he managed to be one of the pioneers of Malaysia's animation industry which is Upin and Ipin. Upin and Ipin is one of the earliest exported content to other countries with knowledge of business management.
Y1	Project Manager of a technology product firm	Y1 is a project manager or technopreneur in ICT products supply. He is also a real estate agent that has basic knowledge of legislation especially in contract produce. His opinions revolve around his knowledge of how he would manage a project and the importance of contract reading and produce.

However, scholars from the legal or law field of studies had contributed significant findings that would support the data of this study too. Morgan (2017) stated that with legal and professional support from the legal advisors has the potential to contribute to a more sustainable economic progression. Morgan (2017) also added that with the implementation of legal advice in conducting any activity, an individual may have confidence in claiming many advantages in acquiring income, status and information. Therefore, prior research that has been done by the same scholar Morgan (2017) stated that in both countries such as United Kingdom (UK) and Australia have non-legal individuals that are mainly senior men with backgrounds such as psychology, community development and corporate governance made significant contributions to the economic stakeholders to provide legal advices. This indicates that in order to be a legal advisor, one does not need to be a lawyer, but must have appropriate and sensible knowledge of legislative information.

LIMITATION OF STUDY

This study is only limited to a fraction of those who are practicing in the creative industry. Though there are nine (9) sectors within the creative industry UNCTAD (2010), the individuals being interviewed within this study are those from the technology and audio-visual industry. Therefore their thoughts and opinions through this interview does not represent the whole creative industry sector. It would be a great milestone if another extension of this study that involves many other sectors within the creative industry be interviewed and analysed to improvise the outcome of this study.

CONCLUSION

In conclusion, the six (6) individuals that were interviewed in this study via webinar that was broadcasted live on the Universiti Putra Malaysia's Facebook and also via google meet appear to have the ability to relate and understand the benefit of acquiring contract agreement literacy. This is because all of the individuals being interviewed have direct experience with dealing with contracts and agreements. From the discussion, three (3) emergent themes, six (6) code groups and sixteen (16) codes were identified and have

contributed significant understanding to the researcher of the proposed topic. The findings of the study have shown significant relation to the objective of this study.

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