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LEGAL PROTECTION FOR THE PARTIES (MILK PROCESSING INDUSTRY AND DAIRY PRODUCING COOPERATIVES) IN THE PARTNERSHIP AGREEMENT (PARTNERSHIP AGREEMENT RULES)

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ABSTRACT

The preparation of the partnership agreement must be in accordance with the rules that have been determined so that the parties get guarantees and legal protection. The rules of the partnership agreement before being made must meet the preliminary requirements that must be met by the parties, such as understanding the background of the transaction, recognizing and understanding the partners, recognizing and understanding the object of the transaction, compiling an outline of the transaction, formulating the main points of the agreement. And in the partnership agreement there must be a signature at the end of the agreement that has been made and the agreement contains rights and obligations and must be stated in a written agreement. Normative legal research is used in this study because it analyzes the rules on partnership agreements as a form of legal protection. The results of this study indicate that the rules of the partnership agreement contain all that is needed by the parties as a form of legal certainty and protection.

PRELIMINARY

Law according to the Big Indonesian Dictionary is a regulation or custom which is officially considered binding, which is confirmed by the authorities or the government; Laws, regulations, and so on to regulate the social life of the community, standards (rules, provisions) regarding certain events (natural and so on); decisions (considerations) determined by the judge (in court).¹ Law is a set of principles and rules that regulate relations between humans in

¹ <https://kbbi.web.id/law>, accessed on December 6, 2021.

society, whether they are kinship, village or village, or a country.² One of the most important functions of law is the achievement of order in human life in society.³

Meanwhile, the definition of law according to experts is as follows:

a. According to Immanuel Kant, the law is the entire condition of the free will of one person to be able to conform to the free will of others, by following the rules of freedom.⁴

b. According to Thomas Hobbes, the law is the orders of those who have the power to rule and impose their orders on others.⁵

Legal protection is the protection of the dignity and worth, as well as the recognition of human rights owned by legal subjects based on legal provisions from arbitrariness or as a collection of rules or rules that will be able to protect one thing from another.⁶

The principles of legal protection in Indonesia are based on Pancasila as the ideology and philosophy of the state which is based on the concept of *Rechstaat* and the Rule of Law. Where the principle of Indonesian legal protection focuses on the principle of legal protection for human dignity which is rooted in Pancasila. Meanwhile, the principle of legal protection against government actions rests on and originates from the concept of recognition and protection of human rights, which is a concept born from western history, which is directed towards restrictions and the laying down of obligations by society and the government.⁷

Legal protection is a description of the workings of the legal function to realize these goals law, namely justice, expediency and legal certainty. Legal protection is a protection given to legal subjects in accordance with the rule of law, whether it is preventive (prevention) or in the form of repression (coercion), both written and unwritten in the context of enforcing legal regulations.⁸

Based on the description of legal protection, in this study a partnership agreement is very necessary for the parties. In this case the parties in question are the milk processing industry. Milk processing industry is the business of making milk, either powdered milk, sweetened condensed milk, sour milk, milk cream or milk cream, as well as milk preservation processes (sterilization and pasteurization) and milk producing cooperatives. Dairy-producing cooperatives are a form of cooperation between cooperatives and dairy farmers. Where the partnering parties must obtain legal protection because without legal protection one of the parties will be able to arbitrarily make

²Mochtar Kusumaatmaja. *Introduction to Law*, Alumni, 2009, p. 4.

³ *Ibid*, p. 49.

⁴ Wawan Muhwan Hairri, *Introduction to Legal Studies*, Faithful Library, 2012, p. 22.

⁵ Zainal Asikin, *Introduction to Law*, Rajawali Pres, 2011, p. 10.

⁶ Philipus M. Hadjon, *Legal Protection for the Indonesian People*, Bina Ilmu, Surabaya, 1997, p. 25.

⁷ Satjipto Raharjo, *Other Sides of Law in Indonesia*, Kompas, Jakarta, 2003, p. 121.

⁸ Soetiono, *Rule Of Law*, Master's Degree Dissertation, Faculty of Law, Sebelas Maret University, Surakarta, 2004, p. 3.

decisions. Therefore, there is a need for a partnership agreement. Before the partnership agreement is made, it would be better if the partnership agreement was made based on the applicable rules.

Based on the description above, the authors are interested in making a research journal with the title "Legal Protection for the Parties to the Partnership Agreement (Partnership Agreement Rules)". The topic of discussion in this article is related to legal protection, the parties (milk processing industry and milk-producing cooperatives) and the rules of the partnership agreement.

METHODOLOGY

This type of research is normative legal research to analyze the rules on partnership agreements as legal protection for the parties. Normative research, which is often referred to as doctrinal research, is a literature-based research that aims to provide a systematic explanation of the rule of law governing certain areas of law, analyze the rule of law, and even predict the development of the rule of law. Pendekatan lain yang relevan to digunakan sebagai pelengkap dalam upaya memahami dan menjelaskan secara more lengkap (intact) dan fenomena law studied law akan yang persoalan dan dikaji dalam this penelitian, adalah mengacu kepada pendapat Dyah Ochtorina Susanti dan A'an Efendi, bahwa dalam legal penelitian includes 3 (three) approaches, namely:⁹

1. Legislative regulatory approach
2. Conceptual approach
3. Comparative Approach

RESULTS AND DISCUSSION

Results

Legal Protection

In the big Indonesian dictionary, protection comes from the word *lindung* which means to protect, prevent, defend, and fortify. While protection means conservation, maintenance, guarding, asylum, and bunkers. In general, protection means protecting something from harmful things, something that can be in the form of interests or objects or goods. In addition, protection also contains the meaning of protection given by someone to someone who is weaker.

The definition of legal terminology in Indonesian according to the KBI is a regulation or custom that is officially considered binding, which is confirmed by the authorities or the government, laws, regulations, and so on to regulate community life, standards or rules regarding certain natural events, decisions or considerations. determined by the judge in court, or a verdict.¹⁰

⁹ Dyah Ochtorina Susanti and 'an Efendi. *Legal Research (Legal Research)*. (Jakarta: Sinar Graphika, 2014), p. 10.

¹⁰ The drafting team of the Dictionary of the Center for Language Development and Development, Big Indonesian Dictionary, Second Edition, cet. 1,(Jakarta: Balai Pustaka, 1991) Pg 595.

Thus, legal protection can be interpreted as protection by law or protection by using legal institutions and means. Legal protection as an illustration of the function of law, namely the concept where the law can provide justice, order, certainty, benefit and peace. The opinions quoted from several experts regarding legal protection are as follows:¹¹

1. According to Satjito Rahardjo, legal protection is an effort to protect a person's interests by allocating a Human Rights power to him to act in the context of his interests.
2. According to Setiono, legal protection is an act or effort to protect the public from arbitrary actions by the authorities that are not in accordance with the rule of law, to create order and peace so as to enable humans to enjoy their dignity as human beings.
3. According to Muchsin, legal protection is an activity to protect individuals by harmonizing the relationship of values or principles that are embodied in attitudes and actions in creating order in the social life between human beings.
4. According to Philipus M. Hadjon, it is always related to power. There are two powers of government and economic power. In relation to government power, the issue of legal protection for the people (who are governed), against the government (which governs). In relation to economic power, the issue of legal protection is protection for the weak (economy) against the strong (economy), for example protection for workers against employers.¹²

The law protects a person's interests by giving him the power to act in fulfilling his interests. The granting of power, or what is often referred to as this right, is carried out in a measurable manner, in breadth and depth. Legal protection for every Indonesian citizen without exception can be found in the 1945 Constitution of the Republic of Indonesia for that every product produced by the legislature must always be able to guarantee legal protection for everyone, even must be able to capture legal aspirations and justice in society.¹³

Basically, legal protection does not differentiate between men and women. Indonesia as a legal state based on Pancasila must provide legal protection to its citizens because of that legal protection will give birth to the recognition and protection of human rights in its form as individual beings and social beings in a unitary state that upholds the spirit of kinship in order to achieve mutual prosperity.¹⁴

The opinion regarding the meaning to understand the meaning of the law stated by Dr. O. Notohamidjojo, SH Law is the entire written and unwritten rules which are usually coercive for human behavior in state society and

¹¹ http://repository.uma.ac.id/bitstream/123456789/1812/5/138400039_file5.pdf, accessed November 30, 2021.

¹² Asri Wijayanti, *Post-Reform Labor Law*, Jakarta. Sinar Graphic, 2009, page 10

¹³ Syamsul Arifin, *Introduction to Indonesian Law*, Medan: Medan area University Press, 2012, Pages 5-6.

¹⁴ Syamsul Arifin, *Loc. cit*, pp. 5-6.

between states which are oriented towards two principles, namely justice and usability, for the sake of order and peace in society.¹⁵

Various definitions have been put forward and written by legal experts, which basically provide an almost simultaneous limitation, namely that the law contains the rules of human behavior.¹⁶

In the big Indonesian dictionary, protection comes from the word *lindung* which means to protect, prevent, defend, and fortify. While protection means conservation, maintenance, guarding, asylum, and bunkers. In general, protection means protecting something from harmful things, something that can be in the form of interests or objects or goods. In addition, protection also contains the meaning of protection given by someone to someone who is weaker. Thus, legal protection can be interpreted as protection by law or protection by using legal institutions and means.

However, in law, the definition of legal protection is all efforts that are made consciously by every person as well as government and private institutions aimed at securing, controlling and fulfilling the welfare of life in accordance with existing human rights as regulated in Law Number 39 1999 concerning Human Rights.¹⁷

Basically, legal protection does not differentiate between men and women. Indonesia as a legal state based on Pancasila must provide legal protection to its citizens because of that legal protection will give birth to the recognition and protection of human rights in its form as individual beings and social beings in a unitary state that upholds the spirit of kinship in order to achieve mutual prosperity.¹⁸

Dairy Processing Industry

Industry is an activity or business to process raw materials or semi-finished materials into finished goods, so that they have added value that generates profits. Nursid in Erik explains the broad understanding of industry as a human activity in utilizing resources, while industry is an economic activity to process finished or semi-finished goods.¹⁹ Milk is a yellowish or bluish white liquid produced from the secretion of the udder which is being lactated without the addition or reduction of components and has not undergone any processing.²⁰

The milk processing industry according to the Dairy Industry Roadmap issued by the Ministry of Industry, the Directorate General of Agro and Chemical Industries is the business of making milk, either powdered milk, sweetened condensed milk, sour milk, milk cream or milk cream, as well as milk preservation processes (sterilization and pasteurization). . In general, the Dairy

¹⁵ Syamsul Arifin, Loc. Cit, pp. 5-6.

¹⁶ Ibid. Syamsul Arifin

¹⁷ [http://thesis.hukum.com/pengertian-perlindungan- Hukum/](http://thesis.hukum.com/pengertian-perlindungan-hukum/), accessed on November 30, 2021.

¹⁸ http://repository.uma.ac.id/bitstream/123456789/1812/5/138400039_file5.pdf, accessed on November 30, 2021.

¹⁹ See Article 83 of the Law of the Republic of Indonesia Number 17 of 2012 concerning Cooperatives.

²⁰ <https://a-research.upi.edu> accessed on 5 December 2021

Processing Industry uses fresh milk as raw material, so that the need for milk is a top priority for the Dairy Processing Industry which must be met through milk producing cooperatives.²¹ The production activities of the milk processing industry focus on processing fresh milk raw materials into several dairy products or their derivatives. The Milk Processing Industry itself has an important role in providing and fulfilling community nutrition. The contribution of the Dairy Processing Industry in meeting the demand for milk and assisting cow breeders in the absorption of Domestic Fresh Milk is a form of providing and fulfilling community nutrition as intended and must continue to be developed.²²

Dairy Cooperative

Etymologically, cooperation comes from the English word "cooperation" which means cooperation. Cooperative is a joint business entity operating in the economic field, whose members are economically weak communities who join voluntarily and on the basis of equality of rights, are obliged to run a business with the aim of meeting the needs of its members and helping the economic difficulties of these members. Indonesian positive law also explains the meaning of cooperatives in Article 1 number 1 of the Law of the Republic of Indonesia Number 17 of 2012 concerning Cooperatives, as follows:

“A cooperative is a legal entity established by an individual or a cooperative legal entity, with the separation of the assets of its members as capital for running a business, which fulfills shared aspirations and needs in the economic, social and cultural fields in accordance with the values and principles of cooperatives.” .

Another positive law that explains the meaning of cooperatives is Article 1 number 11 of the Regulation of the Minister of Agriculture of the Republic of Indonesia Number 26/PERMENTAN/PK.450/7/2017 concerning the Supply and Distribution of Milk, as follows:

"Cooperatives are business entities whose members are individuals or cooperative legal entities based on the cooperative principle and as a people's economic movement based on the principle of kinship."

Cooperatives aim to enlarge the businesses run by their members based on the principle of kinship, not to enlarge the businesses run by the cooperatives themselves. Cooperatives in Indonesia aim to develop the welfare of their members in particular and develop the welfare of society in general. Indonesian cooperatives do not make profit as the main measure of welfare, because they are people's associations, not capital associations, so they prioritize the profits received by members over the profits generated. The purpose of cooperatives is also explained in Article 3 of the Cooperative Law and even explains the objectives of cooperatives, as follows:

²¹ Ibid.

²² Agro.kemenperin.go.id., accessed on July 31, 2020.

"Cooperatives aim to improve the welfare of members in particular and society in general, as well as to become an inseparable part of a democratic and just national economic order."

The purpose of cooperatives is in line with the functions and roles of cooperatives. The functions and roles of cooperatives are as follows:

1. Build and develop economic potential and capacity to improve the economic and social welfare of members in particular and society in general;
2. Participate actively in efforts to improve the quality of life of the community;
3. Making cooperatives a pillar in strengthening the people's economy as the basis of strength and resilience of the national economy;
4. Strive to create and develop the national economy which is a joint effort based on the principles of kinship and economic democracy.

Cooperatives will play a role in developing business power and community creation, increasing people's income, increasing the standard of living and intelligence of the nation, encouraging the continuity of economic democratic development in creating job opportunities to reduce unemployment. All that can be achieved if the cooperative adheres to the following principles:

1. Membership in cooperatives is voluntary and open;
2. Supervision carried out by members is carried out democratically;
3. Cooperative members play a role and actively participate in every economic activity carried out by the cooperative;
4. Cooperative is a self-supporting and independent business entity;
5. Cooperatives provide education and training for members, administrators, employees and supervisors, as well as provide information to the public regarding information on the identity, activities and benefits of cooperatives;
6. Cooperatives provide excellent service to their members and strengthen the cooperative movement, by working together through a network of activities at the local, regional, national and international levels; and
7. Cooperatives work for sustainable development for the environment and society through policies agreed upon by their members.

The types of cooperatives according to the cooperative law consist of:

1. Consumer cooperatives, namely cooperatives that carry out service business activities in the field of supplying necessities, both goods for members and non-members.
2. Producer cooperatives, namely cooperatives that carry out service business activities in the field of procurement of production and marketing facilities produced by members to members and non-members.

3. Service cooperatives, namely cooperatives that carry out savings and loan service business activities required by members and non-members.

4. Savings and loan cooperatives, namely cooperatives that run savings and loan businesses as the only means of serving members.

Dairy-producing cooperatives are a form of cooperation between cooperatives and dairy farmers. In this case, dairy farmers become members of cooperatives and cooperatives as a forum for dairy farmers to develop their businesses. Cooperatives help dairy farmers in terms of marketing and management of dairy cattle business, considering the limitations of farmers in terms of management.

Partnership Agreement (Partnership Agreement Rules)

The partnership agreement is made as a form of legal certainty and legal protection for the partnering parties which includes the amount of supply, payment of fresh milk, business management development, and so on. However, in the partnership agreement there must be rules that form the basis, so that the partnership agreement can be implemented into a written agreement according to the wishes of the partnering parties.

At the language level, a written agreement or contract is a translation from English, namely contract law, while in Dutch it is called *overeenscomrecht*.²³ According to the Indonesian Thesaurus, an agreement has the meaning of a contract, an understanding, an agreement, a provision, a contract, an agreement, an agreement, a requirement, a *taklik*, a treaty.²⁴ Another definition was also put forward by WJS. Poerwadarminta in the General Indonesian Dictionary in Chairum Pasaribu and Suhrawardi K. Lubis, namely an agreement is defined as an agreement (written or verbal) made by two or more parties who promise to obey what is stated in the agreement....²⁵ In relation to the normative level, the meaning of the agreement is contained in Article 1313 of the Civil Code, which contains the following:

“A covenant is an act in which one or more persons bind themselves to one or more other persons.”

At the level of terms, several experts give their opinions including Subekti which states that an agreement is an event where one person promises to another person or where two people promise each other to carry out something.²⁶ Sudikno in Hananto Prasetyo formulates the notion of an agreement, namely a legal relationship between two or more parties based on an agreement, which then creates a legal consequence.²⁷ The definition of an agreement is also interpreted by Burhanuddin, namely a legal act based on the agreement of the parties that causes legal consequences, where the legal

²³ Salim H.S. *Contract Law: Contract Drafting Theory & Techniques*. (Jakarta: Sinar Graphic, 2004), p. 3.

²⁴ Indonesian Thesaurus Editorial Team. *Op. Cit.*, p. 215.

²⁵ Chairuman Pasaribu and Suhrawardi K. Lubis. *Op. Cit.*, p. 1.

²⁶ Subect. *Legal agreement*. (Jakarta: Intermasa, 1990), p. 1.

²⁷ Hananto Prasetyo. *Legal Renewal of Fairness Value-Based Sportentertainment Agreements (Case Study on Professional Boxers in Indonesia)*. *Journal of Legal Reform* Volume IV No. January 1 - April 2017, p. 67.

consequences occur because the agreement is made legally, it will apply as law for the parties who make it.²⁸

A partnership agreement between the Dairy Processing Industry and a milk-producing cooperative, where the partnering parties must meet four conditions so that the agreement made can be said to be valid. In this regard, for more details can be seen in the following explanation.

Deal

Basically, the agreement in the agreement is a meeting or conformity of will between the parties in the agreement, where in this case someone can said to give approval or agreement if the person really wants what was agreed. In line with this understanding, agreeing is also interpreted as a match between the will and the will of the two parties who will enter into an agreement.²⁹ If it is related to the partnership agreement between IPS and the Dairy Producer Cooperative, then in this case the partners who are partners must both want and agree on the contents of the agreement made, both in terms of agreement on the price of fresh milk, payment methods, quantity of fresh milk supply, and so on. The agreement as intended is realized through the signing of the parties in the agreement made.

Skills

The ability to make agreements is the ability to carry out legal actions, both those carried out by individuals (personal entities) and corporations (legal entities).³⁰ Related to this, Article 1329 of the Civil Code states that everyone is capable of entering into an agreement unless the law states that he is incapable of entering into an agreement, as stated in Article 1330 of the Civil Code that those who are not capable of entering into an agreement consist of:

- 1) minors;
- 2) people who are under guardianship;
- 3) Women who are married in matters determined by law and in general all people who are prohibited by law from making certain agreements.³¹

In relation to the explanation above, in Indonesian positive law, the criteria for adulthood have been regulated in several laws and regulations including Article 330 of the Civil Code which determines the adult age, which is at least 21 years for both men and women. This is different from the provisions in Article 1 paragraph (1) of Law Number 1 of 1974 concerning Marriage, which defines an adult as someone who has reached the age of 18 years or is not yet 18 years old but has already been married. The parties who are not yet mature can be represented by their guardians, while the parties who are not mentally

²⁸ See Article 1338 paragraph (1) of the Civil Code. See also Burhanuddin. Sharia Contract Law. (Yogyakarta: BPF, 2009), p. 11.

²⁹ R.M Suryodiningrat. Principles of the Law of Engagement. (Bandung: Tarsito, 1991), p. 86.

³⁰ Novina Sri Indiraharti. Op. Cit., p. 27.

³¹ Compare this with Article 31 paragraphs (1) and (2) of Law Number 1 of 1974 concerning Marriage, where in this provision, women are considered equal to men so that they are allowed to take legal actions.

sound are represented by their guardians because they are considered unable to take legal actions themselves.³²

In the second condition, if we look more closely, it can be found that the essence of this second condition is related to the subject in the agreement, in which case the parties are individually. In the implementation of the partnership agreement, the skills of the parties are very important, especially in terms of maturity, because this will relate to accountability if one day there is a problem in the process of implementing the partnership which will definitely involve the law in handling it, so the parties must be adults. and able to carry out legal actions.

Certain Things

The third condition is certain things related to the object of the agreement, where an agreement must have a certain object which at least can be determined. Certain things as intended have the meaning, namely the object or achievement that is agreed upon must be clear, can be calculated, and can be determined by type,³³ to create certainty, each agreement must clearly and unambiguously state what is the object of the agreement. The third condition of the agreement relates to the object of the agreement, where the object of the agreement must be clear. This is as in the partnership agreement between IPS and the Dairy-Producing Cooperative, the agreement must include criteria for fresh milk to be sent by the Dairy-Producing Cooperative as a supplier to IPS, starting from milk content, milk quality and quality, fresh milk temperature, and other criteria.

Cause Causa Halal

What is meant by a lawful causa is not a cause in the sense of things that cause or encourage people to make an agreement, but because in terms of the content of the agreement itself,³⁴ whether it is contrary to law, public order and morality or not. Likewise with the partnership agreement between IPS and the Dairy Producing Cooperative, where the agreed contents may not contain things that can violate the law, public order, and morality, meaning that the clauses in the partnership agreement must contain things that are allowed (permitted).

However, it should be understood that legal in this case is not necessarily legal, because to obtain legal recognition, a partnership agreement between the Dairy Processing Industry and the Dairy Producing Cooperative must be made using an agreement with an authentic deed made by a Notary or authorized official.³⁵ This is as the meaning of the partnership agreement itself is stated in Article 1 point 13 of the Regulation of the Business Competition Supervisory

³² Syahmin AK. International Contract Law. (Jakarta : Raja Grafindo Perkasa, 2006), p. 14.

³³ <http://bandung.bpk.go.id/files/2016/05/Percepatan-BOT-antara-Government-with-Badan-Usaha.pdf>, accessed on 11 August 2020.

³⁴ Abdul Kadir Muhammad. Law of Obligations. (Bandung: Citra Aditya Bakti, 1992), p. 94.

³⁵ An authentic deed is a deed whose form is determined by law and made by or before a public official who is authorized to do so at the place where the deed was made. The public official referred to in this case is a Notary as stated in Article 15 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions.

Commission Number 01 of 2015 concerning Procedures for Supervision of the Implementation of the Partnership which states that the partnership agreement is an agreement set forth in an authentic deed. This shows that the partnering parties are required to put the agreement made into an authentic deed, the partnership agreement can be used as strong evidence for the partnering parties if one day there is a violation or deviation from the contents of the partnership agreement, and the agreement is a form of guarantee of legal certainty for the partnering parties.

The regulations governing the partnership agreement, indicate that the state intervened in the formation of the partnership agreement by determining the prohibitions in the partnership agreement as regulated in Article 35 of the MSME Law, Article 12 of Government Regulation no. 17 of 2013 concerning the Implementation of the MSME Law and Article 3 of Perkom No. 1 of 2015.

DISCUSSION

Legal Protection for the Parties to the Partnership Agreement (Partnership Agreement Rules)

In an effort to provide legal protection for the people, Philipus M. Hadjon divides it into 2 (two) forms, namely:³⁶

1. Preventive legal protection. This protection aims to prevent disputes from occurring, which gives people the opportunity to submit their objections (inspraak) or opinions before the government's decision gets a definitive form, which is very meaningful for government actions based on freedom of action because the government is encouraged to be careful in making decisions. based on discretion;
2. Repressive legal protection aims to resolve disputes, including the handling of legal protection for the people by the general courts and administrative courts in Indonesia.

Referring to the two forms of legal protection by Philipus M. Hadjon, if it is associated with a partnership agreement, it can be seen that the partnership agreement is a form of preventive legal protection carried out by the partnering parties to prevent disputes in the future.

If the agreement is not written into a written agreement, it is certainly a weakness, considering that even though both parties have determined their respective rights and obligations, both parties do not receive legal protection if one day there is a dispute in the partnership agreement. Especially with regard to price determination which is not done in writing, it can change at any time according to the wishes of the milk processing industry, and it is also possible to change the agreement unilaterally, considering that there is no written evidence in the form of this partnership agreement.

³⁶ Ibid., p. 2-3.

In this regard, if the partnering parties put their agreement into a written agreement and this is an added value and advantage for the implementation of the partnership, considering that the agreement made is guaranteed legal certainty and is protected by law, the agreement has drawbacks and weaknesses. The deficiency or weakness in question is the absence of a clause of rights and obligations, even though rights and obligations are an important part of an agreement.

In connection with the above, in the implementation of the partnership as described above, it can be seen that the partnership carried out by IPS and the milk-producing cooperative is a form of justice for dairy farmers, where dairy farmers are given the opportunity and right to be able to increase and develop milk production. fresh livestock production. Related to this, but it should also be understood that justice is within the scope of the legal relationship between milk-producing cooperatives and dairy farmers, while the form of justice in the legal relationship between milk-producing cooperatives and IPS can be seen from the partnership agreement entered into by both parties, where the parties pouring out their desires to each other, considering that basically justice is a relative concept, where everyone has a different view of justice.

Fair according to IPS is not necessarily fair for the milk-producing cooperatives, so that in order to achieve justice, justice is needed that is embodied in the partnership agreement. To realize justice in the partnership agreement, it must contain a balance in order to create the value of justice in it. The balance in the agreement emphasizes the bargaining position of the parties which must be balanced. That is, if the balance of the positions of the parties does not exist, it can result in the agreement being made unbalanced.³⁷

Before drafting an agreement, there are a number of preliminary conditions that must be met the parties who make the agreement are fulfilled, where the conditions are as follows:

1. Understanding of the background of the transaction;³⁸
2. Introduction and understanding of partners;
3. Recognition and understanding of the object of the transaction;
4. Preparation of transaction outlines;
5. Formulation of the main points of the agreement.

And the things that need to be prepared are:³⁹

1. Bringing partners
2. Determine the pattern of partnership
3. Preparation for the implementation of the partnership agreement

However, it should be understood that all parties involved in the partnership agreement between the Dairy Processing Industry and the milk producing cooperative must sign at the end of this partnership agreement. In connection

³⁷ Dyah Ochterina Susanti. Op. Cit., p. 168.

³⁸ Dyah Ochterina Susanti. Op. Cit., p. 270.

³⁹ Dyah Ochterina Susanti. Op. Cit., p. 335.

with the above, it can be said that all the components in the rules of the partnership agreement show that the rules of the partnership agreement contain everything that is needed by the parties as a form of legal certainty and protection.

CONCLUSION

The rules of the partnership agreement before being made must meet the preliminary requirements that must be met by the parties, such as understanding the background of the transaction, recognizing and understanding the partners, recognizing and understanding the object of the transaction, compiling an outline of the transaction, formulating the main points of the agreement. And it is necessary to prepare by presenting the parties who are partnering, determining the pattern of partnership that will be used, and preparing for the implementation of the partnership agreement, and in the partnership agreement there must be a signature at the end of the agreement that has been made. The partnership agreement refers to preventive legal protection because it is carried out by the parties to prevent disputes from occurring in the future. The partnership agreement must also be stated in a written agreement, because the partnership agreement will be weak because it can change at any time according to the will of one of the parties. In this regard, if the partnering parties put their agreement into a written agreement, this is an added value and advantage for the implementation of the partnership considering that the agreement made is guaranteed legal certainty and is protected by law.

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Constitution

Article 15 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.

Article 31 paragraphs (1) and (2) of Law Number 1 of 1974 concerning Marriage, where in this provision, women are considered equal to men so that they are allowed to take legal actions.

See Article 1338 paragraph (1) of the Civil Code. See also Burhanuddin.

Journal

Hananto Prasetyo. Legal Renewal of Fairness Value-Based Sportentertainment Agreements (Case Study on Professional Boxers in Indonesia). *Journal of Legal Reform* Volume IV No. January 1 - April 2017.