

# Partnership Agreement for Business Actors in Improving the Economy in Indonesia

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**Abstract:-** Partnership agreement is an agreement made by two or more parties with the aim of committing to improve the business. In the business world, partnership agreements cannot be separated from various things that will support the creation of a pro-MSME national economy. Partnership agreements in the world of business competition are considered as a form of instrument in developing existing businesses. Thus in every existing company there must be a partnership agreement with the government and the community. The partnership agreement has a model that can be used as legal and social force. So that partnerships have the meaning as the moral responsibility of medium or large entrepreneurs to guide and foster their partner small entrepreneurs in the form of cooperation carried out to further empower small businesses so that they can grow and develop so that they are able to become reliable partners to attract mutual benefits and prosperity. Partnerships also strengthen efficient and productive market and business competition mechanisms. For small businesses, partnerships are clearly beneficial because they can also benefit from the market, capital, technology, management, and entrepreneurship controlled by large businesses. Large businesses can also take advantage of the flexibility and agility of small businesses. Partnership is a business cooperation between small and medium-sized businesses or large businesses accompanied by guidance and development by medium-sized businesses or large businesses by taking into account the principles of mutual need, mutual need, mutual strengthening and mutual benefit. The development of a business owned by the community is the implementation of a partnership agreement that always supports the community's business, especially in Indonesia.

**Keywords:-** Agreement, Partnership, Business Actor, Economy.

## I. INTRODUCTION

The Indonesian government has determined to make the agribusiness sector a leading sector that will support the country's economic recovery. In the long term, this sector is expected to become a locomotive for national development [1]. Indonesia's natural resources make it possible to realize this goal. The wealth of agribusiness resources owned is very large, besides that agribusiness acts as the livelihood of the majority of the population. But on the other hand, it must be acknowledged that the potential of the agribusiness sector has not been optimally exploited [2]. Growth in production

capacity and agribusiness development is felt to be slow. As a result, the desire to rely on the agribusiness sector as one of the factors supporting the stimulation of economic recovery is still facing obstacles.

One of the solutions that can be taken to overcome the constraints of the compartmentalization of each agribusiness sub-system, especially in order to increase the role of small and medium enterprises is through a partnership pattern [3]. The partnership pattern that connects the core company with other business branches to have a fairly high economic strength, because in addition to this partnership pattern can overcome funding constraints and product quality at the farmer/breeder level, the partnership can also guarantee the marketing and price level of the farmers/breeder's products. Core companies also get great benefits, among others, they can market their products to their plasma partners, besides that they will also get a guaranteed supply of raw materials from their partners.

As a form of improving agribusiness, the Indonesian government established BUMN with two main objectives, namely economic goals and social goals. In terms of an economic nature, BUMN is intended to manage strategic business sectors so that they are not controlled by certain parties, as mandated by Article 33 of the 1945 Constitution. For social purposes, BUMN can create jobs, empower the community as partners in supporting the smooth process of business activities. If described further, BUMN has three meanings contained in it, namely "public purpose, public ownership, and public control".[4]

The issuance of the Minister of State-Owned Enterprises Regulation Number PER-05/MBU/2015 concerning the Partnership Program of State-Owned Enterprises with Small Businesses and the Community Development Program due to the social responsibility of each company. As the implementation of productive SOE social responsibility so that the benefits of social responsibility can be sustainable. The Partnership Program is a program to improve the community's ability to become entrepreneurs and/or small businesses to become strong and independent through the use of funds from the profits of BUMN companies.

Partnership is one of the strategies commonly used to support the successful implementation of modern management [5]. Partnership is not only translated as a cooperation, but partnership has a pattern, has strategic value in realizing the success of an institution in implementing modern management. Partnerships in the implementation of modern

management, understanding program management, understanding program development strategies between partnering institutions are the main factors that must first be a concern. Therefore, among partnering institutions there must be a main actor in activities as an institution or person who is responsible for the success of the program (activity).

The real form of partnership can be agreed as a concept. So that in its conception partnership has principles that must be an understanding between partners and must be enforced in its implementation including: the principle of participation, the principle of mutual cooperation, the principle of openness (transparency), the principle of law enforcement (rights and obligations, leading to right-obligations, reward and punishment) and the principle of sustainability (sustainability).[6]

Business partnership actors can be grouped into five components, namely providers of funds (banks), groups (companies) of production and production investors, primary cooperatives, farmer groups and market guarantee business groups [7]. Business partnership implies the existence of business cooperation between various parties that is voluntary, based on the principle of mutual need, mutual support, mutual strengthening and mutual benefit. In accordance with the principle of mutual benefit, the craftsmen are expected to cover their shortcomings and increase their income, while the company can distribute their production easily, so that the existence of both can be maintained. The Partnership has principles in its implementation.

Thus in every existing company there must be a partnership agreement with the government and the community. The partnership agreement has a model that can be used as legal and social force. So that partnerships have the meaning as the moral responsibility of medium or large entrepreneurs to guide and foster their partner small entrepreneurs in the form of cooperation carried out to further empower small businesses so that they can grow and develop so that they are able to become reliable partners to attract mutual benefits and prosperity.

Basically the partnership agreement has a clear substance, this can be used as legality in entering into a partnership agreement with the company. The substance of the agreement is to contain the wishes and desires of the parties concerned in it. This means that in entering into partnership agreements between companies, the government and the community, there must be a parallel straight line. This is intended so that there is no pressure from the company on the community. Based on the description above, this research study will focus on the partnership agreement model for business actors, in this case the Company with the Government and the Community.

## II. LITERATURE REVIEW

### A. CORPORATE PARTNERSHIP AGREEMENT CONCEPT

Linton defines a partnership agreement as: a way of doing business in which suppliers and customers promise and trade with each other to achieve common business goals. Based on the economic motivation, the principle of partnership agreement can be based on mutual reinforcement [8]. In an ideal situation and condition, the objectives to be achieved in implementing the partnership more clearly are as follows:

### B. GOVERNMENT AND BUSINESS PARTNERSHIP

Partnership is an agreement between sectors where individuals, groups or organizations agree to work together to fulfill an obligation or carry out certain activities, jointly bear the risks and benefits and periodically review the cooperative relationship. The Partnership has principles in its implementation. Three important principles in partnership, namely [8]:

- Equality or balance (equity). The approach is neither top down nor bottom up, nor is it based on mere power, but a relationship of mutual respect, mutual respect and trust.
- Transparency. Transparency is needed to avoid mutual suspicion between partners. Includes transparency of information management and financial management.
- Win-win solution. Partnerships should benefit all parties involved.

## III. RESEARCH METHODS

This research is a legal research using a socio-legal approach where in principle this study is a legal study using a social science methodological approach in a broad sense. The data used in this study consists of two types of data, namely primary data and secondary data.

Data were collected through inventory procedures and identification of laws and regulations, observation, and classification and systematization of legal materials according to research problems. Legal materials and data collected were reviewed for completeness (editing), then classified and systematized thematically (according to the subject matter), for further analysis where the analysis was carried out qualitatively, and then described descriptively.

## IV. RESULTS

### A. The Urgency of Partnership in Indonesia's Economic System

Partnerships also strengthen efficient and productive market and business competition mechanisms. For small businesses, partnerships are clearly beneficial because they can also benefit from the market, capital, technology, management, and entrepreneurship controlled by large businesses. Large businesses can also take advantage of the flexibility and agility of small businesses [9]. Partnership is a business cooperation between small and medium-sized businesses or large businesses accompanied by guidance and development by medium-sized businesses or large businesses

by taking into account the principles of mutual need, mutual need, mutual strengthening and mutual benefit.

Partnership is usually defined as a voluntary and cooperative relationship between several parties, both public and private, in which everyone in it agrees to work together to achieve common goals and fulfill certain obligations and share risks, responsibilities, resources, capabilities and benefits. same. Establishing good partnerships and cooperation is carried out with all stakeholders, so that all programs reach the community and can be implemented without significant obstacles [10].

The government must remember that efforts to develop micro-enterprises are not enough just to provide capital. The problem of micro-enterprises, especially micro-enterprises, is not merely capital. So that the provision of subsidized micro-credit will indirectly make micro-enterprises progress. There are still many other problems outside of funding that hinder the development of micro-enterprises. More comprehensive efforts are needed to develop micro-enterprises. Most of the returns from small businesses are not large, so it is very difficult to enlarge the scale of these small businesses.

The existing partnership programs have not succeeded in increasing the margins of these small businesses because so far large businesses have only carried out partnership programs following government recommendations, whereas the most important thing about the partnership program is to integrate small and large businesses so that the process of adding value occurs support between the micro business sector and large companies which will spur economic growth.

In the process of national economic development, until now Indonesia's economic structure is supported by entrepreneurs who are also members of the micro, small and medium enterprises [11]. Micro, Small and Medium Enterprises (MSMEs) themselves have a goal to grow and develop their businesses in order to build a national economy based on just economic democracy (Article 3 of the MSME Law), so that MSME empowerment is needed. Even the development of MSMEs can also contribute to economic diversification and structural changes as a precondition for stable and sustainable long-term economic growth.

Thus, a partnership program in the economic system in Indonesia is urgently needed, which can be used as a momentum for changes in marketing and strengthening the economic system. However, in the partnership system there are several things that must be considered, so that the partnership can run according to the agreement made, namely [12]:

- **Forms of Business Development**

The form of business development is an explanation of what partnership pattern is used in running a partnership business, so it must be clearly written in the partnership agreement. With clarity on the form of business development, concerns that the agreement could create dependence on MSMEs on large businesses can be eliminated.

- **Rights and Obligations of Each Party**

Arrangements regarding the rights and obligations of the parties must always be included in every partnership agreement so that the parties who enter into a partnership relationship know and understand what is required to be carried out and what is entitled to be obtained, even though basically the birth of obligations is the result of the fulfillment of a wrongful right. one party for achievements. [10] If a partnership agreement is found that does not clearly regulate the rights and obligations of the parties or does not even include them, it is suspect that the agreement has a hidden purpose. Moreover, if the agreement is only made by one party (large business party), then it is possible that the agreement can create MSME dependence on large businesses.

- **Partnership Agreement Term**

The intended period is the validity period of the partnership agreement. In every partnership agreement there is usually also an article provision that states an extension of the validity period of the agreement or in other words the partnership agreement can be extended. In this case, is it necessary to have a new provision to fulfill the requirements or whether to enter into a new agreement. This must be clearly regulated to avoid any misunderstanding between the two parties.

The lack of clarity regarding the extension of the agreement can raise doubts about whether the agreement can really be extended and whether there are new conditions that must be met. If this will be determined later, there will be concerns that there will be new provisions that force MSMEs to comply with these provisions, which in the end will result in MSMEs continuing to depend and submit to large businesses.

The implementation of partnership relationships between large businesses and MSMEs can create relationships that are interdependent and influence each other. Instead of one party trying to dominate the other party or even taking advantage of the situation through the making of a partnership agreement, thus creating a condition that causes one party (MSME) with a weak economy to continuously depend on the other party (big business) who is in a weak economic position. stronger [13].

In the event that there is a partnership agreement that is indicated to create dependence of MSMEs on large businesses, the legal consequences that arise are that the agreement is null and void (nietigbaarheid) and is considered to have never existed between the parties. null and void indicates that the invalidity or invalidity of something happens automatically, instantly, spontaneously, or by itself, as long as the conditions or conditions that cause it to be null and void are fulfilled. The partnership agreement becomes null and void because it violates the objective element of the legal terms of the agreement, which is more precisely, it violates the terms of a cause that is not prohibited (halal).

In Indonesia's new policy, there are several patterns of partnership agreements according to Article 106 of Government Regulation Number 7 of 2021 concerning Ease,

Protection and Empowerment of Cooperatives and MSMEs, including: Inti-plasma In the nucleus-plasma partnership there are 2 types of partnership relationships (Article 107 PP 7/ 2021), namely: Large businesses as the core with MSMEs as plasma; or Medium Enterprises as the core with MSEs as plasma. The business that is the core of the plasma core provides guidance and development of the plasma business in terms of land preparation to business management guidance.

**Subcontracting** In the subcontracting partnership pattern, there are 2 types of partnership relationships (Article 108 paragraph (1) PP 7/2021): Large businesses as contractors with MSMEs as subcontractors; or Medium Enterprises as contractors and MSEs as subcontractors. The support provided by large businesses as contractors is in the form of (Article 108 paragraph (2) PP 7/2021): Ease of doing part of the production and/or components; Ease of obtaining raw materials; Increased production technical knowledge; Technology; Financing; and payment system.

The franchisee that can be domiciled as a franchisor is a large business, with MSMEs as the franchisee. In addition, medium-sized businesses can also become franchisors, with MSEs as franchisees (Article 109 paragraph (1) PP 7/2021). This franchise provision refers to the Regulation of the Minister of Trade No. 71 of 2019 concerning the Implementation of Franchising (Permendag 71/2019). The form of a franchise has business characteristics that are the advantages of certain businesses so that they are not easily imitated and compared to other similar businesses (Article 1 point 2 of the Minister of Trade Regulation 71/2019).

**General trade** In general trade, large businesses and MSMEs cooperate in marketing and providing open business locations (Article 110 PP 7/2021). Distribution and agency There are 2 forms of partnership that can be done, including (Article 111 PP 7/2021): Large businesses give special rights to MSMEs to market goods and services Medium Enterprises give special rights to MSEs to market goods and services Of course, this marketing right Pay attention to the characteristics of distribution and agency. In distribution, the distributor acts for and on his own behalf, while in agency, the agent acts for and on behalf of the business that grants him special rights (principal).

**Supply chain** A supply chain partnership is a collaboration between MSMEs and large businesses that depend on each other in the flow of goods and services, to convert raw materials into products in the context of efficiency (Article 1 point 8 PP 7/2021). This partnership includes the management of product movement, product distribution and management of the availability of raw materials (Article 112 paragraph (1) PP 7/2021). In the supply chain pattern, there are 2 types of partnerships (Article 112 paragraph (2) PP 7/2021): Large businesses are domiciled as recipients of goods, with MSMEs as providers of goods; or Medium-sized businesses are domiciled as recipients of goods, with UMK as providers of goods.

Furthermore, there is a pattern of profit-sharing partnership agreements. In profit-sharing partnerships, large businesses finance MSMEs running businesses. In addition,

medium-sized businesses can also finance MSEs running a business (Article 113 paragraph (1) PP 7/2021). The parties in this profit sharing contribute according to the capabilities and resources of each party, with the profit sharing based on the agreed agreement (Article 113 paragraphs (2) and (3) of PP 7/2021). Operational cooperation Operational cooperation is temporary. In this case, MSMEs cooperate with large businesses until the work is completed. MSEs can also cooperate with medium-sized businesses in this temporary work, until the work is completed (Article 114 PP 7/2021).

**Joint venture** There are foreign elements in the joint venture, including (Article 115 paragraph (1) PP 7/2021) MSMEs partnering with large foreign businesses; and MSEs can enter into business partnerships with foreign medium enterprises. The trick is to establish a business entity in the form of a limited liability company in accordance with the provisions of Law no. 25 of 2007 concerning Investment. **Outsourcing** As stipulated in the Manpower Act and the Job Creation Act, outsourcing is intended for fields and types of business that are not the main job (Article 116 paragraph (2) PP 7/2021). In outsourcing, the partnership pattern is as follows: Large businesses as job owners, with MSMEs as providers and implementers of work services; or medium-sized business as the owner of the job, with MSEs as providers and implementers of work services. The provisions of the outsourcing partnership are inseparable from the provisions of the Manpower Act and the Job Creation Act. Before doing partnership cooperation, an agreement is needed. This agreement is contained in a partnership agreement. The MSME partnership agreement is made in writing in Indonesian (Article 117 paragraph (2) PP 7/2021). If one of the parties is a foreign person or legal entity, the agreement is made in Indonesian and a foreign language (Article 117 paragraph (3) PP 7/2021). The MSME partnership agreement is made in writing in Indonesian (Article 117 paragraph (2) PP 7/2021). If one of the parties is a foreign person or legal entity, the agreement is made in Indonesian and a foreign language (Article 117 paragraph (3) PP 7/2021). The MSME partnership agreement is made in writing in Indonesian (Article 117 paragraph (2) PP 7/2021). If one of the parties is a foreign person or legal entity, the agreement is made in Indonesian and a foreign language (Article 117 paragraph (3) PP 7/2021).

### ***B. Partnership Agreement Model in Improving the Economy in Indonesia***

In principle, the agreement is a concrete event and can be observed, both written and unwritten agreements. In carrying out the agreement, it cannot be separated from the existence of certain parties who make the agreement, meaning that an agreement must have at least two parties who promise. So from the existence of the agreement, there will be legal consequences that must be borne by both parties who promise [14].

In carrying out a partnership relationship, it is necessary to have a partnership agreement to bind the parties running the partnership relationship. Regarding the partnership agreement, it has been explicitly regulated in the provisions of Article 34 of the MSME Law jo. Article 29 PP No. 17 of 2013. The provisions of Article 34 paragraph (3) of the



MSME Law state that partnership agreements must not conflict with the basic principles of MSME independence and do not create MSME dependence on large businesses.

In establishing a partnership relationship, the position of both parties should be equal (Article 36 paragraph (1) of the MSME Law in conjunction with Article 10 paragraph (3) of PP No. 17 of 2013), even though in reality the big business is in a stronger economic position than with MSMEs. The equal position of the parties shows that there is a balance in the agreement in determining the clauses of its rights and obligations. According to Herlien Budiono, the fulfillment of the balance in the agreement can prevent losses between the parties and if the balance is not fulfilled, it will affect the juridical strength of the agreement.

Partnership as a cooperative relationship in business linkages, either directly or indirectly, involving micro, small, medium and large businesses accompanied by guidance and development carried out on the basis of the principles of mutual need, trust, strengthening and mutual benefit [15]. This principle is very necessary considering the scope of the partnership itself is also broad in the form of skills transfer processes in the fields of production and processing, marketing, capital, human resources and technology.

Business partnership is also an instrument of cooperation that refers to the creation of an atmosphere of balance, harmony and skills based on mutual trust between the partners who are partnering through the realization of partnership synergy by realizing these principles and upholding sound business ethics. The parties in implementing the partnership have equal legal standing. Equivalent in the sense that the parties who bind the partnership agreement have the same legal standing with the rights and obligations that should be carried out as stipulated in the agreement [16].

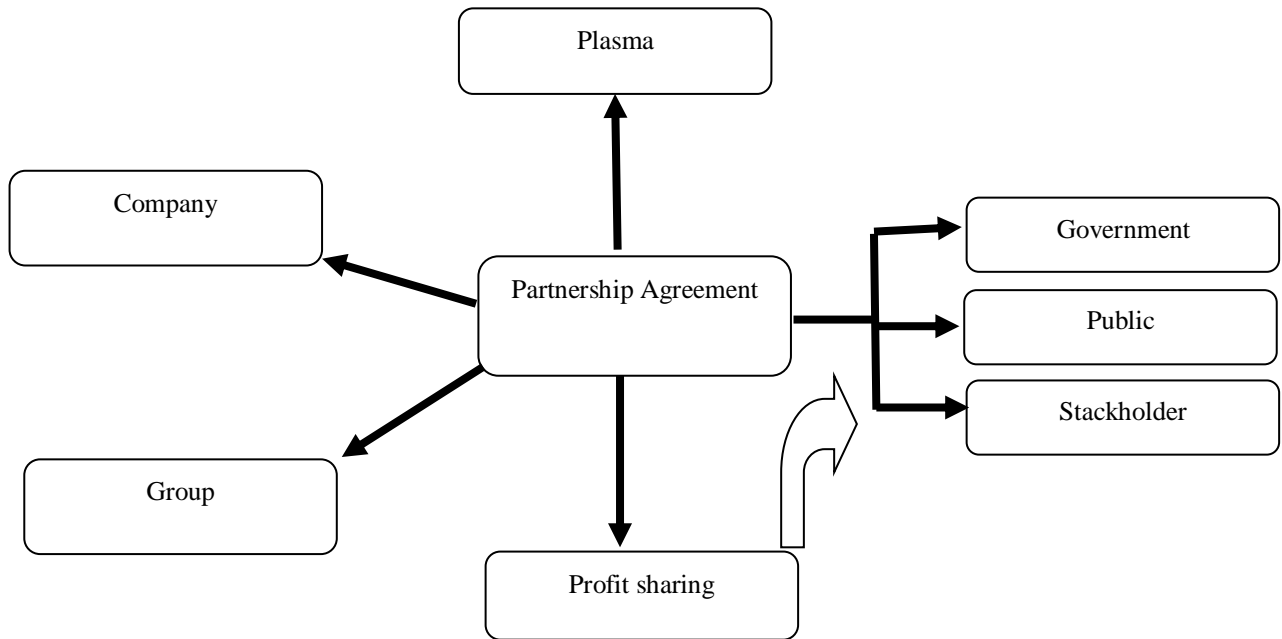
A partnership agreement occurs between two or more parties in which the parties have agreed on the provisions that have been made in terms of partnership cooperation to do something [17]. In article 1313 of the Civil Code which states that an agreement is an act by which one or more people bind themselves to one or more other people. The article does not require that the agreement must be made in writing. (Santonius Tambunan, 2016: 182). Then in Article 1320 of the Civil Code which explains the conditions for the validity of an agreement where the conditions for the validity of an agreement consist of subjective conditions (agreement and skills) and objective conditions (a certain thing and a lawful cause). If the subjective conditions are not met, the agreement can be cancelled. Meanwhile, if the objective conditions are not met, then the agreement is null and void, that is, from the beginning it was considered that there was never an agreement.

In the implementation process, the partnership that is run is not always ideal because in its implementation the partnership is based on the interests of the partnering party. Basically, the partnership between the company and the government as well as the community/community can lead to three patterns, including [18]:

- Counter-productive partnership model This pattern will occur if the company is still based on the conventional pattern which only prioritizes the interests of shareholders, namely the pursuit of maximum profit. The focus of the company's attention is more on how the company can reap maximum profits, while the relationship with the government and the community or society is just a sweetener. The company runs with its own target, the government also doesn't care, while the community does not have any access to the company. This relationship only benefits a few elements, for example government officials or thugs in the community. Usually, the costs incurred by the company are only used to maintain certain people. It is understood,
- Semi-productive Partnership Model: In this scenario the government and the community or society are considered as objects and problems outside the company. Companies do not know government programs, the government also does not provide a conducive climate for the business world and society is passive. This partnership pattern still refers to short-term interests and has not or does not create a sense of belonging on the part of the community and low benefits on the part of the government. Cooperation puts more emphasis on charitable aspects or public relations, where the government and community or society are still considered as objects. In other words, the partnership is still not strategic and still prioritizes the company's self interest, not the common interest between the company and its partners.
- Inproductive Partnership Model This partnership pattern places partners as subjects and in the common interest paradigm. The principle of mutualism symbiosis is very thick in this pattern. The company has high social and environmental concerns, the government provides a conducive climate for the business world and the community provides positive support for the company. It could even be that partners are involved in the pattern of resourced-based partnerships, where partners are given the opportunity to be part of the shareholders.

The partnership model between the company and the government is an effort to serve the community in order to improve the welfare of the community, carried out jointly between the government and the company through intersecting program synergies. As Hill's view that Stakeholders in social services include the state, the private sector, Non-Governmental Organizations (NGOs), and the community, in the case of CSR programs the whole entity is involved together. Thus the model in the partnership agreement can be seen in the following chart:

Chart 1. Partnership Agreement Model



Based on the chart, the partnership agreement is a source of cooperation between companies. Companies that enter into partnership agreements with other businesses must have legal provisions and legality that can be used as a benchmark or reference in partnering. The model in the partnership agreement is also contained in the Implementing Regulation of the Job Creation Act [19]. Therefore, in implementing a partnership agreement based on the company's economy, the company must look at the conditions and situation of the company.

In the implementation of partnership agreements for economic improvement, stakeholders can use. The stakeholders in question are government, private sector, community, CSO, and so on. However, the benchmarks in implementing the partnership agreement are the government, the community and stakeholders. This is because in the implementation of the partnership agreement, the community and the private sector or stakeholders must have the same vision and goals, there will be no misunderstanding between the two parties.

**V. CONCLUSION**

Based on this description, it can be concluded that the urgency of the partnership agreement in the economic system in Indonesia is as a form of legality in developing MSME business. In the event that there is a partnership agreement that is indicated to create dependence of MSMEs on large businesses, the legal consequences that arise are that the agreement is null and void (nietigbaarheid) and is considered to have never existed between the parties. Null by law indicates that the invalidity or invalidity of something happens automatically, instantly, spontaneously, or by itself, as long as the conditions or conditions that cause it to be null and void are fulfilled. The partnership agreement becomes null and void because it violates the objective elements of the legal terms of

the agreement, that is more precisely violate the conditions of a cause that is not forbidden (halal). There are three models of partnership agreements, namely the counter-productive partnership model, the semi-productive partnership model, and the productive partnership model. The partnership model between the company and the government is an effort to serve the community in order to improve the welfare of the community, carried out jointly between the government and the company through intersecting program synergies. As Hill's view that Stakeholders in social services include the state, the private sector, Non-Governmental Organizations (NGOs), and the community, in the case of CSR programs the whole entity is involved together. The partnership model between the company and the government is an effort to serve the community in order to improve the welfare of the community, carried out jointly between the government and the company through intersecting program synergies. As Hill's view that Stakeholders in social services include the state, the private sector, Non-Governmental Organizations (NGOs), and the community, in the case of CSR programs the whole entity is involved together. The partnership model between the company and the government is an effort to serve the community in order to improve the welfare of the community, carried out jointly between the government and the company through intersecting program synergies. As Hill's view that Stakeholders in social services include the state, the private sector, Non-Governmental Organizations (NGOs), and the community, in the case of CSR programs the whole entity is involved together.

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