

UMKM COOPERATION AGREEMENT WITH THE RETAIL SYSTEM**(CASE STUDY ON MSME BAKTI INDONESIA WITH PT. INDOMARCO PROSMATAMA/INDOMARET
SALATIGA)**Hilham Fatiha¹, Muhammad Indra Bangsawan²¹ Muhammadiyah University of Surakarta (C100190297@ums.ac.id)² Muhammadiyah University of Surakarta (mib136@ums.ac.id)**ABSTRACT**

The aim of the research is to find out how the implementation of cooperation agreements and dispute resolution occurs in the event of default between UMKM BAKTI INDONESIA and PT. Indomarco Pristmatama/INDOMARET. Research uses normative legal research, namely research on legal rules, principles, concepts or doctrines. Involves careful systematic exposition, analysis, and critical evaluation of legal rules, principles or doctrines related to the formulation of the problem. Implementation of the Cooperation Agreement Between UMKM BAKTI INDONESIA and PT. Indomarco Pristmatama/INDOMARET is in accordance with Article 1338 of the Civil Code concerning the principle of freedom of contract and Article 1320 of the Civil Code concerning the legal terms of buying and selling but in practice it still encounters obstacles. The form of settlement in the event of default is as described in 1276 of the Civil Code and through litigation through the District Court. Dispute Resolution If There Is a Default in the Agreement Between UMKM BAKTI and PT. Indomarco Pristmatama/INDOMARET actually did not regulate in writing the form of settlement, but if in the future it does occur it should be resolved in non-litigation when one party still cannot find an agreement.

Keywords: Perjanjian, UMKM, Sistem Retail

INTRODUCTION

Engagement in social activities is not something new because we often encounter it unconsciously. An agreement or agreement is basically a legal activity between one party and another who binds themselves to each other to achieve a common goal agreed upon by both. An agreement is defined as "an event where one person makes a promise to another person or where two people promise to do something". An agreement consists of a collection of words containing spoken or written promises or commitments. (Subekti, 2007)

Of course, there are many types of engagements and are regulated in the Civil Code which complexly explains the elements, validity and legal consequences. One of them is a retail cooperation agreement or agreement. Retail franchises are a promising solution for business ventures. For franchisees, franchising is chosen as a profitable alternative because it can reduce the high costs of starting a business and reduce the risk of failure. The existence of contemporary retail helps customers with the facilities available. Apart from that, the products it sells are mostly goods for household needs, which include nine basic ingredients. Minimarkets definitely have more guaranteed quality compared to conventional markets in terms of product quality and cleanliness. As a result, customers' interest in shopping in retail markets to get quality-guaranteed fruit is inevitable (Widjaja, 2001).

This is motivated by efforts to promote micro, small and medium enterprises (MSMEs) to develop. Many entrepreneurs take advantage of industrial development to improve the economy of micro, small and medium enterprises (MSMEs). Individual, household, or small business entity (MSME) is a type of business run by individuals. PP No. 17/2013 concerning Implementation of Law no. 20/2008 concerning MSMEs is one of the laws created for this purpose. In this regulation, it is stated that the government and

regional governments, in accordance with their authority, carry out the empowerment of MSMEs through: business development; partnership; licensing; and actual coordination and control. This policy aims to maintain the existence of small-scale trade.(Dimiyati, 2018). MSMEs play an important role as economic drivers. There are several ways in which he can play this role: he is a major player in various sectors of the economy; he provides many jobs; he contributes to the formation of new markets and innovation; and he helps maintain the balance of payments with exports. Article 33 of the 1945 Republic of Indonesia Constitution is the main pillar of economic democracy, which states that production can be carried out by everyone, for everyone, under the leadership or ownership of members of the community.

As an effort to encourage MSMEs to develop. PP No. 17/2013 concerning Implementation of Law no. 20/2008 concerning MSMEs is one of the laws created for this purpose. In Article 2 of this PP, it is stated that the government and regional governments, in accordance with their authority, carry out empowerment of MSMEs through: business development; partnership; licensing; and coordination and control. In fact, this policy aims to protect small-scale retail businesses(Utami CW, 2016). Because the retail sector has characteristics that do not require special knowledge or advanced education, many Indonesians, especially those in the SME category, work in this sector.(Maulida, 2021).

The government is trying to keep MSMEs from being sidelined by implementing partnerships between MSMEs and modern retail with the principles of mutual need, mutual strengthening and mutual benefit. One way to improve people's welfare in the business world is to take part in retail product marketing activities.

The Surakarta MSME Service started a collaboration between MSMEs and Indomaret which sells their products. UMKM Bakti Indonesia, which operates in the soybean business sector, sells Delai Virgin and Numbuk and is located in Salatiga, is one of those collaborating. Small and medium businesses (MSMEs) that have partnered or collaborated with Indomaret may get business opportunities because their products are popular and known to the public. However, becoming an Indomaret partner also requires effort and hard work. The process and requirements will of course be difficult according to what is obtained later. This is based on product requirements that are considered difficult for MSMEs to fulfill because they have to meet modern store standards or because MSMEs find it difficult to carry out cooperation well, especially regarding the return of goods that are damaged or have expired. Therefore, researchers are interested in studying the implementation of retail cooperation and dispute resolution in the event of default by Bakti Indonesia MSMEs with PT. Indomarco Prosmatama/Indomaret Salatiga.

RESEARCH METHODS

This research applies a non-doctrinal empirical approach. Research based on cases and actual data is known as "empirical legal research" in English and "empiric juridisch onderzoek" in Dutch. In empirical legal studies, the concept of law is one of actual behavior, unwritten social phenomena that everyone encounters in everyday life, a subfield of legal studies that looks at the practical effects of law(Muhaimin, 2020). Non-doctrinal research, also known as socio-legal research, is legal research that uses methods from various other disciplines to collect empirical data to answer research questions based on policy, reform, or legal issues.(Nazir, 2011).

RESULTS AND DISCUSSION

A. Implementation Cooperation Agreement Between UMKM BAKTI INDONESIA and PT. Indomarco Pristmatama/INDOMARET

Republic of Indonesia Minister of Trade Regulation No. 53/M-DAG/Per/12/2008 concerning the Regulation and Development of Traditional Markets, World Centers and Modern Shops, Business Partnerships in Retail Businesses with a Special Pattern regulating Business Partnerships in the field of modern shops or modern markets. General trading can be done by accepting supplies from suppliers

to publicly operated modern stores, cooperating in marketing, or providing a company website. This is proven by MSME Bakti Indonesia and Indomaret Salatiga which have implemented retail collaboration. Even though there are regulations that regulate, MSME products that will be included in Indomaret need to be re-selected according to the policies desired by Indomaret, the ability to ensure the product is safe for consumers, in the sense that the manufacturer, size, registration from the health service or related agencies must be stated, there are product expiration date, MUI halal certified, product quality and price must be competitive. This is because of course the aim is for Indomaret to safely and comprehensively ensure that the products they sell are very safe and meet sales standards that do not harm the public.

On the one hand, of course, the selection process for MSME products that must pass Indomaret standards seems good and can actually benefit both parties. However, this condition also makes it difficult for MSMEs that are just starting out and do not yet meet the requirements for their products, of course they will not qualify for collaboration with Indomaret. This also indicates that Indomaret, in terms of business competition, does not want its products to be superior to MSME products. So, as far as possible, MSMEs do not sell products that Indomaret already sells to the public. Apart from that, this shows that the majority of MSME products in Indomaret, Salatiga city, are local products or regional specialty products. However, not all Indomarets sell MSME products; only large stores or hybrid Indomarets sell special products and are more complete than regular Indomarets. This is because demand for MSME goods in a place or region fluctuates.

Apart from that, in its implementation there was no written agreement signed by both parties, either from Indomaret or the MSMEs, but the actual agreement only regulated and put pressure on the MSMEs. However, based on the provisions of Article 1338 of the Civil Code regarding the principle of freedom of contract, there is no error if the agreement was made by Indomaret based on its provisions. The standard contract form is controlled or determined by the first party, with special clauses added to meet the characteristics and needs of the first party. For example, it is included in the agreement in the form of an offer for a new product which contains price rules for MSME products to be marketed, fulfillment of qualifications and requirements for products that pass, periodic evaluation if the product does not meet the marketing target, product returns if there are some that do not sell, system rules PO for MSMEs means that MSMEs must be ready to prepare new stock of their products if they meet the sales target and if there are other things that want to be agreed upon but have not been arranged then a separate new agreement will be made. For researchers, this agreement clearly only benefits one party, namely Indomaret as the party that owns the market and MSMEs as suppliers while still paying attention to the elements contained in Article 1320 of the Civil Code, namely: The existence of an agreement for those who bind themselves; The ability of the parties to enter into an agreement; A certain thing; and a lawful cause (*causa*). The first and second requirements are called subjective requirements because they relate to the subject of the agreement. Meanwhile, the third and fourth requirements that are related to the object of the agreement are called objective requirements.

So, it can be seen that Indomaret's partnership with MSME producers or MSME product suppliers is on a consignment basis. Where the observer is the person who entrusted or owned the goods. As long as the goods entrusted have not been sold or awaiting a report from the commissioner, the observer will continue to record the goods as inventory. The party who receives the goods is called the commissioner. In everyday language, "sale by safekeeping" is a term used to describe consignment sales (Dakhoir, 2018). Based on the results of observations and interviews, if suppliers do not fulfill Indomaret's demand for goods, MSME products will receive a penalty. Furthermore, if the supplier does not fulfill the demand for goods in a row, the product will be blacklisted from the tax system and subject to a tax of 1% of the sales proceeds.

This shows that there is cooperation that is legally valid but for researchers it is less effective due to lack of commitment, lack of supervision, and ineffective coaching at Indomaret. According to

observations and interviews, acceptance of MSME products at Indomaret is also complicated. This is because not all incoming MSME products can be accepted and passed, and it is difficult to meet the standards and requirements of Indomaret's modern stores because Indomaret has its own product and management standards. In fact, as explained in Law Number 5 of 1984 concerning Small Industries, it can be overcome by using a mutually beneficial symbiotic relationship, which must be based on: 1) Mutual need, the measurement is the motivation of the partnership relationship, type of related product, partnership relationship management system, 2) The principle of mutual strengthening, the measure is the type and conditions of assistance, the impact of the aid, and 3) The principle of mutual benefit, the measure is the development of the basic principles of partnership, namely mutual need, trust, strengthening and benefit, stipulated in Law Number 7 of 2014 (Sulistyani, 2014).

B. Dispute Settlement If Default Occurs in the Agreement Between UMKM BAKTI and PT. Indomarco Pristmatama/INDOMARET

It can be said that Indonesia's trade sector is developing very quickly. Many business actors are trying to improve the trade sector to boost the MSME economy.

MSMEs have a significant supporting role in the economy. One way to understand this role is to recall the fact that it dominates economic activity in several industries. (2) Significant employer. (3) very important for the growth of regional economic activities and community empowerment. (4) New markets and innovation generators; (5) Contributing to balance of payments management through activities related to exports. Development.

Opening job opportunities and increasing people's income are two factors that cannot be separated from every effort to improve the economy. By encouraging the economic growth of the MSME sector, efforts are being made to achieve economic strengthening. When these MSMEs become part of society, individuals are better able to recruit workers, one of which is by signing a Cooperation Agreement (Rizki et al., 2023).

The partnership cooperation agreement regulated in Law No. 20/2008 concerning MSMEs, the definition of partnership is cooperation in business relationships, both direct and indirect, based on the principles of mutual need, trust, strengthening and benefit involving MSME actors.

In essence, this idea is necessary to understand the scope of the partnership itself in terms of production, management, marketing, human capital, and technological capabilities. In essence, this partnership is a cooperation mechanism that fosters a climate of harmony, balance and mutual trust between the parties. These values and a focus on ethical corporate behavior should be reflected in the partnership agreement. The parties to an agreement must be equal, which means they must have the same rights and obligations regarding its implementation (Rinaldo et al., 2023)

An agreement is an act, especially a legal act that has legal consequences. Contracts can also be considered as actions taken to obtain a set of rights and obligations, especially outcomes that have legal consequences. The agreement consists of a series of phrases that include both oral and written promises or competences.

If the agreement or contract of the parties meets the requirements of a valid agreement or contract, then it is valid. An agreement becomes valid and can be implemented against the party making it if the four conditions for the validity of the agreement have been fulfilled. Article 1320 of the Civil Code explains the conditions for a valid agreement, including the need for 4 (four) conditions, including Consensus, Legal Capability, Halal Causes, Certain Objects (Manggala et al., 2023).

There are circumstances in which the implementation of the agreement may encounter obstacles or even result in its failure. Creditors will certainly experience losses if one of the parties who has obligations in an agreement does not fulfill the agreement (Katrinasari and Hadi, 2017).

So that no party is harmed by the default, the law gives the aggrieved party the ability to sue the party in default to obtain compensation.

Settlement actions that can be taken by the parties in the event of default can be categorized as

a form of repressive legal protection. According to Article 1276 of the Civil Code, the following rights apply to creditors: (Aidi and Farida, 2019).

- a. Fulfillment of agreements;
- b. Compensation;
- c. Dissolution, termination or cancellation of the agreement;
- d. Fulfillment of agreements accompanied by compensation;
- e. Dissolution of the agreement is accompanied by compensation;

A lawsuit can be filed against the party in default to resolve the default. In accordance with the absolute and relative competence of civil procedural law, default cases are submitted to the District Court.

There are practices in the agreement system or retail agreements that do not run smoothly. Usually this is because one party commits an action that causes the other party to suffer a loss and there are reasons that are beyond the reach of both parties and cause harm to them. In the Civil Code, such a situation is called a breach of contract. The agreement in this matter is in the form of a retail agreement between MSME Bakti Indonesia and Indomaret where the products produced by the MSME will be marketed and sold at Indomaret. If the situation is not conducive or one of the parties causes the legal conditions of the agreement to not be fulfilled as regulated in Article 1320 of the Civil Code, then it can be null and void depending on whether the violation is subjective or objective. (RAM KP, 2021).

In a trade contract, the dispute resolution procedure is an agreement made by both parties stated in the trade contract by determining the choice of law and forum for resolving the dispute. Generally, dispute resolution in the retail business can be done through litigation/court and non-litigation/alternative solutions outside the court. Dispute resolution in the Indomaret retail business often or refers to deliberation/familial methods to resolve the disputes faced and if the resolution does not find a solution, solution or there is no consensus then the songketa settlement taken in its implementation or practice is resolved by arbitration through the Arbitration Board. Indonesian National (BAM).

However, in this case the researchers did not find a dispute resolution clause due to default. Apart from not using a letter of agreement, the researcher also carried out multiple cross-checks in all the documents provided and it was true that there was no discussion at all about how the dispute could be resolved, only by the party making the agreement themselves. In fact, Indomaret emphasized that they must comply with the conditions determined by Indomaret in order to choose which products are suitable for sale. So it seems like one party has an advantage over the other party. However, it does not violate the subjective and objective terms of the agreement in the Civil Code. Apart from that, so that conflict solutions in business law can be resolved properly, the following legal steps can be taken, namely: Summons, Mediation, Negotiations, Police Reports, Lawsuits for breach of contract and Lawsuits for unlawful acts (PMH).

CONCLUSION

Implementation of the Cooperation Agreement between UMKM BAKTI INDONESIA and PT. Indomarco Pristmatama/INDOMARET is in accordance with Article 1338 of the Civil Code regarding the principle of freedom of contract and Article 1320 of the Civil Code regarding legal conditions for buying and selling, but in practice it still encounters obstacles. This is resolved through a solution of deliberation and consensus between the government and both parties to the dispute. The form of settlement if a default occurs is as explained in 1276 of the Civil Code and through litigation through the District Court. Dispute Settlement If Default Occurs in the Agreement Between UMKM BAKTI and PT. Indomarco Pristmatama/INDOMARET actually does not stipulate in writing the form of settlement, but if in the future it does happen, it should be resolved non-litigationally, even if there is still no agreement

between one of the parties.

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