
Juridical Analysis of the Cooperation Agreement between CV Hot pepper Creative and National Health Analyst Vocational School Surakarta Based on Contract Law

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ABSTRACT

Some large companies with good capital and capabilities will also provide good services and administrative systems. Maybe it will be different if the company is still relatively small and within the scope of a relatively small company running its company only with original or perfunctory capital, which makes the company not have employees who have sufficient competence in managing the company. This study aims to determine the provisions in the cooperation agreement letter between CV Hot pepper Creative and SMK National Health Analyst Surakarta and whether it is by the legal regulations of the agreement. The author uses legal (doctrinal) research methods carried out by searching library materials. The author's research type in this study is normative legal research. The data types used are primary legal materials consisting of legal regulations, secondary legal materials derived from books, research journals, and other research, and tertiary materials derived from Indonesian and legal dictionaries. The results of the research obtained that the contract agreement carried out between Hot pepper and SMK Analis was by the legal terms of the agreement Article 1320 KUHPPerdata. The contractual agreement is by the principle of freedom of contract Article 1324 KUHPPerdata that there is no coercion either by physical violence or intimidation so that the person is forced to agree to the agreement.

Keywords: Cooperation, Contract Law, Agreement

INTRODUCTION

A company can start its business activities, usually by making a work agreement with a client or what is usually called a cooperation agreement or work contract. Companies that sell services will certainly choose to use cooperation agreements with their clients so that their business can run smoothly and as expected.

The Indonesian state itself has regulated matters regarding cooperation agreements which are formulated in the Contract Law, but there are still many companies that do not understand how to make a good and correct work agreement in accordance with existing regulations. Basically, an employment contract begins with differences or unequal interests between the parties.

Designing a cooperative relationship always begins with a negotiation process between the parties. Through negotiations, the parties try to create a form of agreement (Cooperation Agreement) to reconcile what they want (benefits) through the negotiation process.

In short, in general employment agreements really start with trying to align various interests through employment contracts. It is assumed that both parties to the contract have the same position, so that an agreement can be formed. In general, everyone is allowed to enter into a contract as long as they are happy with the contents of the contract. Because everyone has the right to freedom of contract (Article 1338 paragraph (1) of the Civil Code). Everyone is essentially permitted and legally permitted to enter into a contract with anyone as long as it is made in good faith and does not violate public order and morality (Harianto 2016).

After being signed by both parties concerned, the work agreement letter will have legal force and both parties must carry out their obligations and obtain their rights. It can be said that a work agreement is an agreement between two parties who will carry out a cooperative relationship in a business context

which contains spoken or written promises or commitments, where the agreement is made when a job is just about to start (Yuliana 2015).

The agreement itself has been mentioned in the third book of the Civil Code, CHAPTER of Engagements. Several articles regulate the conditions for the validity of an agreement, one of which is article 1320 of the Civil Code which reads: "For an agreement to be valid, four conditions are required: a) the agreement of those who bind themselves; b) the ability to create an agreement; c) a certain thing; d) a lawful cause (Rastuti 2016). "

In this article, it can be interpreted that almost everyone who has reason can make an agreement, so that almost everyone has also made an agreement, either verbally or in writing. For example, we agree to an agreement with the bank when opening a new account. There we have made an agreement when signing the letter given by the bank. In the agreement, several points of rights, obligations and rules that must be obeyed are written. That way we will understand what we have to prepare.

With the development of contract law, a new principle emerged, namely the principle of balance, according to which an agreement is only binding if it is based on a balance of interests of the parties. In principle, the terms of its validity determine the assessment of the binding nature of a contract (Hernoko 2019). When the principle of balance appears, it raises fundamental questions in the formulation of this law. Although there are no provisions regarding the application of the principle of balance in Indonesian contract law, the implied application of this principle can be found in Article 1320 of the Civil Code (Salle 2019).

The emphasis on contracts, good faith, and binding agreements with integrity, custom, and law signifies the importance of achieving balance between the parties involved to establish a sense of justice. An unequal contract lacks the capacity to be binding because of its contradiction with good faith, fairness, and integrity. Therefore, in cases where an imbalance exists, termination of the contract may be necessary.

Nowadays we know that several large companies that have good capital and capabilities will also provide good services and administration systems. Maybe it would be different if the company was still relatively small and was in a small area, as in the example of the company that the author will analyze. In relatively small companies, they do not necessarily have the same abilities and knowledge as large companies. It could be that they run their company only with random or rudimentary capital, which means that the company does not have employees who have sufficient competence in terms of managing the company, in this case especially regarding contract law.

The agreement must be obeyed and implemented by each party, whereas what if the agreement or contract itself cannot provide legal certainty in it and does not have legal force. Maybe the company hopes that there will be no problems after making a work agreement, but it is not certain that the company has a work success rate of almost 100%, where humans can also make mistakes and have many shortcomings.

Making a work agreement that does not comply with applicable laws will only result in the problem not being resolved and can even create new problems (Pangestu 2019). The importance of making contracts in business practice is to ensure that the exchange of interests (rights and obligations) of the parties is balanced as expected and to build a fair and mutual contractual relationship. (Pangestu 2019).

There are things in contract law that contain the conditions for the validity of the agreement, there is a slight difference with private law contracts, which legally bind the parties, namely there is an agreement, but in public law the validity of an agreement is found in the text of the agreement, namely the work contract. When a cooperation agreement letter is not made through prior negotiations, it can be said that the cooperation agreement letter is invalid (Womb 2022).

In this article, the author will analyze whether the cooperation agreement letter made by CV Hot pepper Creative for the Surakarta National Health Analyst Vocational School is in accordance with applicable laws and whether it fulfills the legal aspects of the agreement or whether there are still many

legal defects in it. And the author will provide a response in the form of his opinion which is based on the author's own knowledge and experience who has worked at CV Hot pepper Creative.

From the background description above, the formulation of the problem that the author will take in this research is as follows: a) Are the provisions in the cooperation agreement between CV Hot pepper Creative and the Surakarta National Health Analyst Vocational School in accordance with the legal regulations of the agreement?; b) Does the cooperation agreement between CV Hot pepper Creative and the Surakarta National Health Analyst Vocational School have legal force?; c) What is the position of cooperation in the perspective of Islamic Law?

RESEARCH METHODS

In this research, the author used a legal (doctrinal) research method carried out through searching library materials. This is called legal research carried out through library searches or secondary sources, or library legal research (Ibrahim 2018). This research uses a legal approach or examines laws that are relevant to the legal problem or problem being studied (Ibrahim, Johnny & Efendi 2018).

The type of research that the author took in this research is normative legal research, namely a type of research that analyzes existing legal norms. Then this time the author will analyze the rules or norms in contract law and statutory regulations related to this research (Achmad 2017).

Collecting data, the author uses analysis or library study. The tools used to collect data in this research are documents through literature searches to collect data on primary legal materials, secondary legal materials and tertiary legal materials (Achmad 2017).

The author in this research used qualitative data analysis methods. This analysis functions to select data and information in legal data materials. Then the results of this analysis are presented descriptively and then compiled into conclusions regarding what is the main problem in this research (Rahayu 2020).

RESULTS AND DISCUSSION

The provisions in the Cooperation Agreement Letter between CV Hot pepper Creative and the Surakarta National Health Analyst Vocational School are in accordance with the Legal Regulations of the Agreement

According to the Big Indonesian Dictionary, the meaning of agreement is "a written or verbal agreement made by two or more parties, each of whom agrees to comply with what is stated in the agreement." then in article 1313 of the Civil Code, what is meant by the agreement itself is the action of one or more people in association with one or more people where the agreement contains an agreement and it is not permissible if one of the parties is harmed. From the wording of the article, it can be concluded that what is meant by agreement in the article is an agreement that leads to a relationship or bond.

A valid agreement is an agreement that meets the requirements set by law. A valid agreement has been recognized and given legal effect or legally concluded contract. According to Brotosudarmo (2017) The law governing valid agreements is contained in Article 1320 of the Civil Code, namely:

First, caught at a binding agreement what is meant is the agreement of the will of both parties who will enter into an agreement. The agreed agreement must be a pure, free agreement and contain no elements of coercion, error or fraud.

Second, the skills that create an agreement are a requirement for carrying out valid legal acts. Legal capacity is regulated in article 1329 of the Civil Code which states: "Every person is competent to enter into agreements, if he is not declared incompetent by law." The groups of people who are declared incompetent are regulated in Article 1330 of the Civil Code which includes minors, people under guardianship and women in cases determined by law and all people with whom the law makes agreements. Groups of people who are not competent in making agreements must need a representative to carry out legal actions. People under amnesty are people who are stupid, brain-sick, dark-eyed and

wasteful. People under guardianship who can represent are their own parents or guardians.

Third, a certain thing is the subject of the agreement, the object of the agreement and the performance that must be fulfilled or the entire rights and obligations arising from the agreement entered into.

Fourth, a halal cause (causa) is a cause that encourages someone to enter into an agreement. In Article 1320 of the Civil Code, halal cause refers to the meaning of the contents of the agreement which describes the goals to be achieved by the parties involved. Individual freedom to enter into agreements is guaranteed by law, but it must be remembered that these agreements must not conflict with public order and morality.

In this case, the contractual agreement between Hot pepper and the Health Analyst Vocational School is in accordance with subjective and objective requirements. Subjective requirements are requirements relating to the person or subject making the agreement so that an agreement occurs between those who are binding themselves and the skills of the party making the agreement. (Gunarsih 2019). Subjective requirements are agreement and skill in the agreement. The last two conditions are subjective conditions because they are the object of the agreement being made and if one of the objective conditions is not fulfilled then the agreement is null and void, meaning that the agreement made is deemed to have never existed (Ruslan 2021).

The letter of agreement (MoU) explains the rights and obligations that must be fulfilled by the first party and the second party. The first party in question is the Hot pepper Creative party which received approval from the marketing team and was proven by a signature from the Hot pepper marketing team, while the second party was the school, namely the Health Analyst Vocational School, which received approval from the student council chairman or chairman of the memorabilia book implementation committee as proven by a sign. the hand of the school student council chairman or chairman of the executive committee (Munir 2015).

The personnel principle in an agreement only lays down the rights and obligations between the parties making the agreement. The principle of binding force in the contract agreement entered into by Hot pepper with Vocational School Analyst is in accordance with Article 1338 Paragraph 1 of the Civil Code, namely an agreement made by the parties themselves and they determine the scope and method of implementing the agreement. An agreement made legally will have consequences and apply to the parties in accordance with the laws in the Civil Code (Yuliana 2015).

The implementation of the contract agreement carried out by Hot pepper Creative with the Health Analyst Vocational School is in accordance with the law of the principle of agreement, namely the principle of freedom of contract, which is proven by the freedom to make agreements, enter into agreements, determine the content, requirements and implementation of the agreement and determine the form of the agreement, namely in written form. or verbally. Fulfillment of the principle of personnel, namely a legal obligation that is created by an agreement and only binds the people who entered into the agreement and does not bind anyone else. (Gunarsih 2019).

The Cooperation Agreement Letter between CV Hot pepper Creative and the Surakarta National Health Analyst Vocational School already has legal force

The cooperation contract entered into by Hot pepper with the Health Analyst Vocational School is a cooperation contract to make an annual memory book. The cooperation carried out by the two parties requires a legal basis so that Hot peppers and the Health Analyst Vocational School made an MoU. The MoU functions as a form of preliminary agreement and once the MoU has been executed it will become a contract. The MoU can be used as a legal basis for cooperation contracts based on the principle of freedom of contract.

An agreement has binding force if there is an object that does not conflict with the law and does not conflict with public order and morals. The object of the MoU is the provision of services in the field of photography. The type of product sold in the cooperation contract agreement is an annual memory book measuring 21cm x 28cm Portrait which is packaged using a calico pouch and tote bag. Requirements for

the object of the cooperation contract between CV. Hot pepper with the Health Analyst Vocational School is in accordance with article 1333 paragraph (1) of the Civil Code (Syaifuddin 2012).

The collaboration carried out by both parties between Hot pepper and the Health Analyst Vocational School is related to Presidential Regulation No. 16 of 2018 concerning the procurement of goods and services. Presidential Decree No. 16 of 2018 explains that the procurement of goods and services aims to increase the role of national businesses, support the implementation of research on the use of goods and services, increase participation in creative industries and encourage the multiplication of goods. The contractual agreement made is in accordance with applicable law, namely the principle of freedom of contract in Article 1324 of the Civil Code which explains that there is no coercion in situations of threat, either physical violence or intimidation, so that the person is forced to agree to the agreement.

The form of collaboration carried out between CV Hot pepper and the Health Analyst Vocational School is collaboration in the field of photography, namely the creation of an annual memory book for students of the Health Analyst Vocational School. Sudikno Mertokusumo stated that an agreement is a statement of will between one or more people and another party (Womb 2022).

Agreements in cooperation contracts are related to the principle of consensualism. The principle of consensualism is a principle that states that an agreement occurs because of the agreement of both parties and is generally not entered into formally (Syaifuddin 2012).

The statement of agreement from both parties is shown in the sentence: "Hereby both parties have agreed to collaborate on a contract to produce school yearbooks in the amount of 101 books at a price of Rp. 235,000, - (Two Hundred and Thirty Five Thousand Rupiah) with the following details... ". The cooperation agreement is proven by written evidence which is shown by the signatures of both parties and includes their signatures along with their names."

The conditions for procuring an agreement must be that people are competent and have the authority to carry out legal actions and are regulated in law (Salim 2014). A capable person is an adult who is 21 years old or married. The first party is the CV owner. Hot pepper Creative and the Hot pepper Marketing Team meet the competency requirements because they are more than 21 years old as proven by an Identity Card (KTP).

The cooperation contract agreement between Hot pepper and the National Health Analyst Vocational School if there is a default in the form of not being able to fulfill the obligations stated in Article 1 paragraph (12), namely if the Health Analyst Vocational School is late in payment, it will have an impact on the work deadline. The period for work carried out by the first party is no later than 6 months from the last day of taking photos and the data required by the first party has been fulfilled and deposited with the first party (Gorda 2018).

Delays regarding book processing are regulated in the "Time" Article stated in the MoU, namely if the Health Analyst Vocational School has made payment in full and the technical implementation is in accordance with mutually agreed procedures, but if there is a delay in sending the book from the first party, then the first party will provide refund compensation of 10% of the total payment

Denial that occurs in the MoU is categorized into two categories, namely: a) Denial that does not constitute a contract in the MoU; b) Refusal to act as a contract or breach of contract in the MoU.

The contractual agreement made is in accordance with applicable law, namely the principle of freedom of contract in Article 1324 of the Civil Code which explains that there is no coercion in situations of threat, either physical violence or intimidation, so that the person is forced to agree to the agreement (Salim 2014).

The signing of the contract agreement by the Analyst Vocational School was carried out voluntarily without coercion or physical violence. The engagement that occurs between the two parties in signing a cooperation contract results from the agreement of both parties in accordance with the words of Article 1233 of the Civil Code, namely "Every agreement that is born is either due to agreement, whether it is due to law" (Salim 2014).

The Position of Cooperation in Perspectives Islamic law

Islamic contract law is a law that has an important role for society, especially for Muslims. The Islamic legal agreement system will give birth to business transactions that are free from prohibited elements in the form of gambling or masyir, ambiguity or gharam, bribery or ryswah, interest or usury and falsehood. The aim of implementing Islamic contract law is expected to bring benefits to the parties and be free from elements of exploitation of others.

The relationship between the two parties entering into an agreement results in the emergence of rights and obligations for both. In implementing the contract made between Hot pepper and the Health Analyst Vocational School, the principle of freedom of contract is applied. In Islamic law, the principle of freedom of contract is known as the principle of freedom of contract (Mabda' Hurriyah at-Ta'auq). The existence of the principle of freedom of contract in Islamic law is based on several arguments, including: a) the Word of Allah, "O you who believe, fulfill your contracts" (QS 5:1); b) The words of the Prophet SAW, "Muslims always adhere to their terms"; c) The words of the Prophet SAW, "Whoever sells a date palm tree that has been married, the fruit is for the seller (not for sale), it is permissible if the buyer is another community member." (Ardi 2016).

The rules of Islamic law, in principle, state that a contract is an agreement between the parties and the legal consequences are what they agreed to as a principle within themselves through promises. The principle of good faith can be concluded from Article 1338 paragraph (3) of the Civil Code which states, "Agreements must be carried out in good faith." In Islamic law, the principle of good faith is known as the principle of honesty and truth, or what is called ash-shidiq. As-Sidiq emphasized to the parties entering into an agreement not to lie, cheat or commit forgery.

The implementation of cooperation in Islamic law is regulated in the Al-Qur'an, namely Al-'Aqdu and Al-'ahdu. Al-'Aqdu means a contract, while Al-'Ahdu means a promise. Akad can be interpreted as a bond or Al-Rabth, namely gathering two ends of a rope and tying one to the other so that the two are connected and become like a rope. Al-'Aqdu is found in QS. Al-Maidah verse 1:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا أَوْفُوا بِالْعُقُودِ

Meaning: "O you who believe, fulfill the aqad-aqad" (Gemala Dewi 2020).

The agreements that Allah makes to His servants are in the form of laws and the contracts that they bind between them are in the form of muamalat contracts or keeping promises in helping each other, not in terms of sin and enmity.

Al-Ahdus defined as an agreement, namely a statement that comes from a person to fulfill something related to another person. The meaning of Al-'Ahdu is contained in QS. Ali Imran verse 76:

بَلَىٰ مَنْ أَوْفَىٰ بِعَهْدِهِ وَاتَّقَىٰ فَإِنَّ اللَّهَ يُحِبُّ الْمُتَّقِينَ

Meaning: "(Not so), in fact whoever keeps his promises (made) and is pious, then indeed Allah loves those who are pious."

The collaboration carried out between Hot pepper and the Health Analyst Vocational School is referred to as buying and selling, in an Islamic legal perspective the term fiqh is referred to as Al-bai' which means selling and Asy-Syira' which means buying. The contract agreement for making annual memory books is in accordance with the specifications agreed by both parties regarding the payment system and workmanship system. The law of buying and selling is contained in QS An-Nisa Verse 29:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالِكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: "O you who believe, do not consume each other's wealth in a false way, except by means of commerce that is carried out with mutual consent between you. And do not kill yourselves; Verily Allah is Most Merciful to you." (Windarti 2020).

CONCLUSION

The form of collaboration carried out between CV Hot pepper and the Health Analyst Vocational

School is collaboration in the field of photography, namely the creation of an annual memory book for students of the Health Analyst Vocational School. Sudikno Mertokusumo stated that an agreement is a statement of will between one or more people and another party. Denial that occurs in the MoU is categorized into two categories, namely: a) Denial that does not constitute a contract in the MoU; b) Refusal to act as a contract or breach of contract in the MoU.

The principle of binding force in the contractual agreement made between Hot pepper and SMK Analis is in accordance with Article 1338 Paragraph 1 of the Civil Code, namely an agreement made directly by the parties and they are the ones who determine the scope and method of implementing the agreement. A valid agreement will give rise to legal consequences and be valid for the parties in accordance with the provisions of the Law in the Civil Code (Harianto 2016).

The cooperation contract entered into by Hot pepper with the Health Analyst Vocational School is a cooperation contract to make an annual memory book. The cooperation carried out by the two parties requires a legal basis so that Hot peppers and the Health Analyst Vocational School made an MoU. The MoU functions as a form of preliminary agreement and once the MoU has been executed it will become a contract. The MoU can be used as a legal basis for cooperation contracts based on the principle of freedom of contract.

The contractual agreement made is in accordance with applicable law, namely the principle of freedom of contract in Article 1324 of the Civil Code which explains that there is no coercion in situations of threat, either physical violence or intimidation, so that the person is forced to agree to the agreement (Amen 2020).

The rules of Islamic law, in principle, state that a contract is an agreement between the parties and the legal consequences are what they agreed to as a principle within themselves through promises. The principle of good faith can be concluded from Article 1338 paragraph (3) of the Civil Code which states, "Agreements must be carried out in good faith". In Islamic law, the principle of good faith is known as the principle of honesty and truth, or what is called ash-shidiq. Ash-Shidiq emphasized to the parties entering into the agreement not to lie, cheat or commit forgery.

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