ACTIO

INDONESIAN E-MAGAZINE FOR LEGAL KNOWLEDGE BY ANGGRAENI & Partners

EDISI #20 / DECEMBER 2022

Strengthening Court's Integrity

BUMN 4.0 and Digital Transformation

Bank Guarantee in Construction Project

ACTIO Kaleidoscope 2022:

A GLANCE OF INDONESIAN BUSINESS LAWS

9 772528 280004

We, Akasa Cipta Tama (ACT), was established in April 2015 as a response to the demand of highly qualified translators for business, legal, technical, and general documents; as well as interpreters and note takers for meetings, seminars, and conference. Our translators, interpreters and note takers have extensive experiences in their respective fields.

With a comprehensive database of qualified human resources, ACT works to ensure the best results in every project we run. Some of our top personnel have worked for various international events and some of our clients include the Office of the President of the Republic of Indonesia, People's Consultative Assembly, The United Nations, The World Bank, AusAID, USAID, and some prominent law firms in Indonesia.

Please do not hesitate to contact us if you have any question at marketing.akasa@gmail.com.
Looking forward to hearing from you.

CONTENTS

ACTIO

Editorial:
Editor in Chief:
Setyawati Fitrianggraeni, PhD Candidate, FCIArb., FAIADR

Team of Managing Editors :
Dr. Hary Elias, BA V (Cantab), LL.M. (1st Class Hons), MBA (Columbia), Juris Doctor (HES)
Tanya Widjaja Kusumah, S.H. (TWK)
Sri Purnama, S.H. (SPU)

Writers:
Tanya Widjaja Kusumah, S.H. (TWK)
Agustin L. H. Hutabarat, S.H., C.L.A. (ALH)
Eva Fatimah Fauziah, S.H., LLM. (EFF)
Sechabudin, S.H. (SCN)
Yoga Adi Nugraha, S.H. (YAN)
Fandy Mulyawan, S.H. (FMN)
Febriana Dwi Hapsari, S.H. (FDH)
Keshia Bucha, S.H. (KBA)
Mochammad Adhima Djawahir, S.H. (MAD)
Deviana Bella Saputra, S.H. (DBS)
Ilma Aulia Nabila, S.H. (IAN)
Irvena Ayunya Dewanto, S.H. (IAD)
Jericho Xavier Ralf, S.H. (JXR)
Marcel Raharja, S.H. (MRA)
Sri Purnama, S.H. (SPU)
Gabriella Kezia, BA in Philosophy (GKZ)

Media Consultant:
Fifi Juliana Jelita
Script Editor:
Wahyu Hardjanto
Visual Stylist:
Riesma Pawestri
Illustration: **freepik.com**

Actio Magazine is published every four months, made and distributed by:

ANGGRAENI and Partners

CLASSIFICATION AND TRANSFER OF SHARES

A. DEFINITION OF SHARES

Law Number 40 of 2007 concerning Limited Liability Companies (Company Law) make many references to shares. For example, Article 1 number 1 Company Law states that a Limited Liability Company is a legal entity that carries out business activities with an authorized capital divided into shares. In addition, Company Law regulates many aspects of shares including the types of shares. Curiously, Company Law does not specifically and expressly define the word "shares".

In this regard, Company Law only states that shares are movable objects that gives rights to the owner as stipulated in the Company Law. The rights of shareholders as mentioned earlier are:[1] attending and voting in the General Meeting Shareholder (GMS); receiving payment of dividends and participating in the remaining assets from liquidation; exercising other rights under Company Law. [2] Subsequently, Article 51 Company Law also states that the shareholders are given proof of share ownership for the shares that they own.

Meanwhile, Law Number 8 of 1995 concerning the Capital Market (Capital Market Law), also makes many references regarding the term shares. For example, Article 1 number 5 of Capital Market Law provides that shares are a part of securities, along with other securities instruments such as bonds and so on. Like the Company Law, although Capital Market Law makes several references to shares, the Capital Market Law does not expressly state the definition of "shares".

It is surprising that a more specific definition of shares is found in Government Regulation Number 136 of 2000 concerning Procedures for Selling Confiscated Goods That Are Excluded from Auction Sales in the Context of Collecting Taxes in Forced Letter (GR 136/2000). Article 1 number 10 GR 136/2000 states that shares are a letter of proof of ownership of the capital share of a limited liability company that entitles dividends and others according to the amount of the paid-up capital.

1. Article 60 paragraph (1) Company Law.
2. Article 52 subsection (1) Company Law.

B. CLASSIFICATION OF SHARES

Article 53 paragraph (1) Company Law states that articles of association of a Limited Liability Company can stipulate 1 (one) or more classifications of shares, which means that in a company it is possible to have several types or classifications of shares. This means that different shares in a company may have different rights attached to the shares depending on the type or classification of shares they own.

Company Law states that in a company must at least contain "common shares", if in such a company's articles of association, the company issues more than one classification of shares. Thus, common share are required for the Company to exist and be registered. The common shares mean shares which carry the voting rights to make decisions in the GMS regarding all matters related to the management of the Limited Liability Company, have the right to receive dividends payment and receive the remaining wealth from the liquidation.[4]

Apart from common shares, there are also several different classifications of shares regulated by Company Law. Article 53(4) of Company Law reads and provides for classifications including:[5]

a. shares with voting rights or without voting rights;
b. shares with special rights to nominate members of the Board of Directors and/or members of the Board of Commissioners;
c. shares that after a certain period are recalled or exchanged for another classification of shares;
d. shares entitled to holders to be preferred to receive dividends than shareholders of other classifications on the cumulative or non-cumulative distribution of dividends;
e. shares that entitle their holders to be preferred from shareholders of other classifications for the return of remaining assets of the Company in case of liquidation."

Some of the abovementioned classifications must be regulated or stated in the company's articles of association. Furthermore, Elucidation of Article 53 (4) of Company Law also states that "The various classifications of share do not necessarily indicate that the classifications are independent, separate from each other, but it can be a combination of 2 (two) or more classifications."[6]

In addition to the classification of shares mentioned in Company Law, there are several classifications of shares regulated by other regulations such as Golden Shares (Dwiwarna) and Multiple Shares.

1. Dwiwarna Shares

In Appendix S-BUMN 163/2017 regarding the Submission of Draft Standards for the Articles of Association of Non-Banking of Publicly Listed State-Owned Enterprises (SOEs), defines Series A Dwiwarna shares as shares specially owned by the Republic of Indonesia which gives privileges to its owner. Such privileges include the following: [7]

"The privileges of Dwiwarna series A shareholders are:
(1).The rights to approve in the GMS on the following matters:
   a. Approval on amendments to the Articles of Association
   b. Approval on capital change;
   c. Approval on the appointment and dismissal of members of the Board of Directors and the Board of Commissioners;

3. Article 53 paragraph (3) Company Law.
4. Elucidation of Article 53 paragraph (3) Company Law.
5. Article 53 subsection (4) Company Law.
6. Elucidation of Article 53 paragraph (4) Company Law.
7. Appendix S-BUMN 163/2017 concerning Submission of Draft Standards for the Articles of Association of SOEs Tbk non-banking sector. Quoted from Hukumonline, https://www.hukumonline.com/klinik/a/program-standarisasi-anggaran-dasar-bumn--lt595ca7d8aee70, accessed on July 12, 2022.

d. Agreements relating to mergers, acquisitions, spin-off, and dissolutions;
e. Approval on remuneration of Members of the Board of Directors and Board of Commissioners;
f. Approval on asset transfer based on the articles of association which requires the approval of the GMS;
g. Approval on the participation and reduction of the percentage of capital participation in other companies that based on the articles of association that need the approval of the GMS;
h. Approval on the use of profits;
i. Approval on long-term investments and financing that are not operational in nature which based on the articles of association, requires the approval of the GMS.

(2). The right to propose Candidates for Members of the Board of Directors and Candidates for Members of the Board of Commissioners;
(3). The right to propose the agenda of the GMS;
(4). The right to request and access company data and documents;

with the mechanism of exercising the rights referred to in accordance with the provisions in the Articles of Association and laws and regulations. "

2. Multiple Shares

Multiple Shares is a new classification of shares that only existed after the Financial Services Authority (Otoritas Jasa Keuangan - OJK) issued Regulation Number 22 /POJK.04/2021 concerning the Application of Shares Classification with Multiple Voting Rights by Issuers with High Growth and Innovation Rates which Conducting Public Offerings of Equity Securities in the Form of Shares (POJK 22/2021). Multiple Voting Rights Shares are a classification of shares in which 1 (one) share grants more than 1 (one) voting right to shareholders who meet the requirements. [8]

Issuers (parties or companies that conduct public offerings in the Indonesia Stock Exchange) that conduct public offering of shares with Multiple Voting Rights must have these shares regulated in the company's articles of association. [9]

The period of the Shares with Multiple Voting Rights is a maximum of 10 (ten) years from the effective date of the Registration Statement in the context of a Public Offering, which can then be extended 1 (one) time with an extension of a maximum period of 10 (ten) years on condition that the approval from the Independent Shareholders in the GMS. [10] Any shareholder with Multiple Voting Rights is prohibited from transferring part or all of the Shares with Multiple Voting Rights in his possession for 2 (two) years after the Registration Statement becomes effective. [11]

8. Article 1 number 1 POJK 22/2021.
9. Article 3 paragraph (1) POJK 22/2021.
10. Article 5 of POJK 22/2021
11. Article 6 paragraph (1) POJK 22/2021.

C. TRANSFER OF SHARES

Shares are movable-intangible property and therefore generally, the transfer of rights to shares is not much different from the transfer of rights of other movable property, for example through the mechanism of a sale and purchase agreement following by the transfer of shares. This may become more complicated by several special rules governing the registration of the transfer. Any consideration of the applicable procedures requires us to first ascertain the type of the company.

In general, there are Public Limited Liability Companies and Private Limited Liability Companies. The transfer mechanism in the Private Company is commonly regulated in the Company's Articles of Association and Company Law. Transfers are regulated in Article 56 of the UUPT. The transfer of rights to shares is carried out by making a deed of transfer or transfer of rights, and the deed can be in the form of an authentic deed or a private deed. [12] The process of transferring rights over shares under Article 56 of Company Law is as follows: [13]

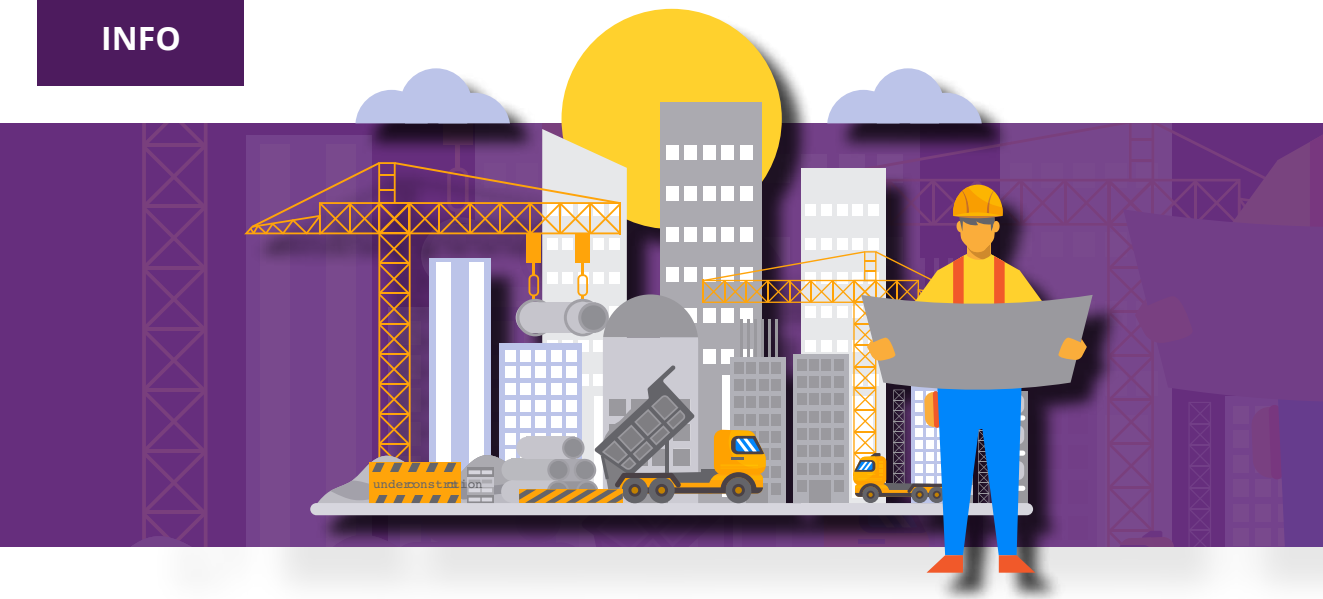
"(1) The transfer of rights to shares shall be made by deed of transfer of rights.
(2) The deed of transfer of rights as referred to in paragraph (1) or a copy thereof shall be submitted in writing to the Company.
(3) The Board of Directors shall record the transfer of rights to shares, the date, and day of the transfer of rights in the shareholders' register or special register as referred to in Article 50 paragraphs (1) and (2) and notify the change in the composition of shareholders to the Minister of Law and Human Rights to be recorded in the Company's register no later than 30 (thirty) days from the date of recording the transfer of rights.
(4) In the event that the notice referred to in subsection (3) has not been made, the Minister rejects the application for approval or notice executed on the basis of the composition and name of the shareholder which has not been notified.
(5) Provisions on procedures for transferring rights to shares traded in the capital market shall be regulated in the laws and regulations in the field of capital markets. "

Meanwhile, the transfer of rights to shares in a Public Limited Liability Company is carried out based on the provisions of laws and regulations in the capital market sector, as previously mentioned in Article 56 paragraph (5). In this case, shareholders only need to sell the shares through the secondary market where the relevant shareholders purchase the shares.

D. CONCLUSION

There are many classifications of shares under Indonesian law so that shareholders can have flexibility in determining the classification of shares that are the most suitable for their needs, investment appetites, and risk profiles. The range of classifications is likely to continue to grow in accordance with business developments and the needs of shareholders and the company. The expanded range of these special classifications will affect the mode and procedures for transfers. Dwiwarna shares for example can only be held by the Republic of Indonesia. These Dwiwarna shares cannot be transferred to any other party. In multiple shares, there is a period of prohibition on the transfer of shares for 2 (two) years after the Registration Statement becomes effective. Likewise, with the transfer of shares of a Public Limited Liability Company, the transfers must comply with the general law as well as specific provisions, laws, and regulations in the capital markets. **(SCN/MRA)**

12. Article 56 paragraph (1) Company Law and its Elucidation.
13. Article 56 Company Law.



BANK GUARANTEE AS A FORM OF GUARANTEE FOR CONSTRUCTION PROJECT

The definition of a Bank Guarantee itself is not found explicitly in a law or regulation. The Bank Guarantee is an additional agreement (accessoir) in the form of a guarantee agreement (borghtocht) as regulated in Article 1820 to Article 1850 of the Indonesia Civil Code (ICC). In banking practice, a Bank Guarantee is a written statement from the Bank containing the obligation to guarantee the payment of a sum of money to another party (the guarantee recipient) if the guaranteed party defaults or cannot fulfil the agreed obligations (principal agreement).[1]

Article 1, paragraph 3 of the Decree of the Board of Directors of Bank Indonesia Number 23/88/KEP/DIR of 1991 (SKD BI 23/1991) concerning the Provision of Bank Guarantees states that the forms of bank guarantees that banks can issue are as follows:

1. The format of the document issued by the bank;
2. The second and subsequent forms of signing on securities;
3. Other guarantees occur because of a conditional agreement.

Furthermore, Article 2 paragraph (4) of the Decree of the Board of Directors of Bank Indonesia Number 23/88/KEP/DIR of 1991 states that a Bank Guarantee may not contain:

1. The conditions that must first be met for the Bank Guarantee to apply
2. Provisions that the Bank Guarantee is revocable or cancelled unilaterally.

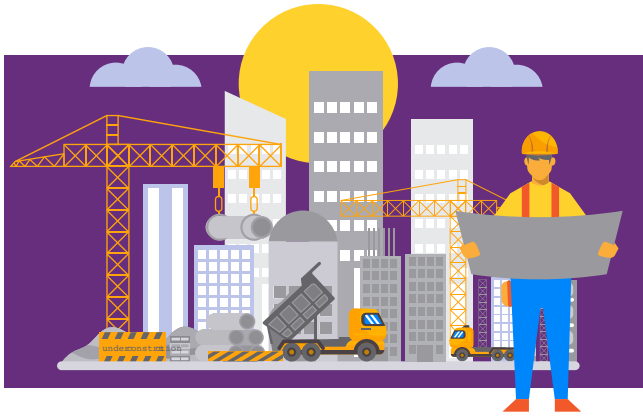
Therefore, based on this provision, it can be concluded that the Bank Guarantee is unconditional and irrevocable. What is meant by unconditional is that a bank guarantee may not contain a provision that a creditor must first prove the default act committed by the guaranteed party. While irrevocable means that the provisions in the bank guarantee cannot be changed or cancelled unilaterally either from the guarantor, guaranteed, or creditor.

The bank guarantee itself in its manufacture must include the following conditions, namely:

1. Title Bank Guarantee or Bank Guarantee
2. Name and address of the guarantor bank.
3. Date of issuance of Bank Guarantee.
4. Transactions between the guaranteed party and the guarantor.
5. The amount of money guaranteed by the bank.
6. The start and end date of the Bank Guarantee.
7. Confirmation of the deadline for submitting a claim.

1. Tejawati, D. N. (2012). "Settlement of Bank Guarantee Agreements in Banking Law. Perspective", 17(2), Pg.108-117

8. A statement that the guarantor (bank) will fulfil the payment by first confiscating and selling the debtor's goods to pay off the debt in accordance with article 1831 of the Civil Code, or a statement that the guarantor (bank) relinquishes his privilege to demands that the debtor's objects be confiscated and sold to pay off his debts in accordance with article 1832 of the Civil Code.



In a construction projects, there are the following types of bank guarantees :[2]

1. Bank Guarantee tender (Bid Bond)
   Bank Guarantee is given to the project owner (Bouwheer) for the benefit of the contractor or supplier who will participate in a tender for a project, in this case the guaranteed party is the contractor or supplier. One of the conditions for the contractor or supplier to participate in the tender is to submit a Bank Guarantee.
2. Bank Guarantee Implementation (Performance Bond).
   Bank Guarantee is given to the project owner (Bouwheer) for the benefit of the contractor or supplier to ensure the execution of the work or project by the contractor or supplier.
3. Bank Guarantee Advance (Advance Payment Bond).
   Bank Guarantee given to the project owner (Bouwheer) for the benefit of the contractor or supplier for the down payment received by the contractor.
4. Bank Guarantee Maintenance (Retention Bond).
   Bank Guarantee given to the project owner (Bouwheer) for the benefit of the contractor or supplier to ensure the maintenance of the project that has been completed by the contractor.

The process of making a bank guarantee itself consists of several steps as follows: [3]

1. The contractor (debtor) submits a written application to the bank to issue a tender bank guarantee.
2. The bank after receiving a letter of application for the issuance of a tender bank guarantee from the debtor, then makes a proposal for a bank guarantee tender application.
3. The bank performs an analysis of the written request from the debtor (contractor) which has been made in the form of a proposal for a bank guarantee tender.
4. The Bank sends an approval letter for granting a tender bank guarantee in writing to the debtor (contractor) after the analysis has been carried out and the analysis show that the creditor is eligible for approval for the granting of a tender bank guarantee.
5. The debtor (contractor) completes other requirements that have not been submitted, such as: paying the fees to be paid, submitting the opponent's guarantee to the bank.
6. The bank and the applicant (contractor) then sign an agreement to provide a tender bank guarantee. It is also important to note that the bank guarantee agreement signed by the applicant (contractor) and the bank in its manufacture must include the following conditions as elaborated above.

In general, a bank guarantee will contain an expressed clause that states that a claim can be submitted immediately after a default arises. This is usually within 14 days and no later than 30 days after the end of the Bank Guarantee. The process for submitting this claim is different for each bank but still adheres to the prudential banking principle, namely the prudence of the bank to minimize the risk of the bank's operational business by referring to the provisions of the central bank and the bank's internal regulations. **(FMN)**

2. Siswanto. Ade Hari, "Legal Characteristics and Implementation of Bank Guarantees Under Construction Services Contract", Lex Jurnalica Volume 14 No.1, April 2017, Pg.31-32
3. Ibid., Pg.33-34

AMENDMENTS OF MINISTRY OF TRADE REGULATION NUMBER 20 OF 2021 WITH MINISTRY OF TRADE NUMBER 25 OF 2022 CONCERNING IMPORT POLICY AND ARRANGEMENTS

On 24th May 2022, the Ministry of Trade established amendments of Ministry of Trade Regulation Number 20 of 2021 (MoTR 20/2021) with Ministry of Trade Regulation Number 25 of 2022 concerning Import Policy and Arrangements (MoTR 25/2022).[1] Some amended articles that are regulated in the form of adjustment of right to access that was not regulated under MoTR[2]

MoTR 20/2011 is an implementing regulation which regulates the import trade system to provide convenience and certainty in doing business, especially for business licensing to support business policies in obtaining raw materials. Three main things that were amended in the Import Licensing Issuance Regulation are the export and import licensing based on the commodity balance. First, suppose the commodity balance has not been determined then the import or export approval issuance is based on available data and export and import recommendations based on the provisions of laws and regulations. Second, implement export and import licensing application through a single integrated system, Single Submission (SSM). Lastly, positive fictitious arrangements for export and import permits will be issued automatically if they pass the Service Level Agreement (SLA).

Ever since MoTR 25/2022 was enacted, there have been several evaluations based on the input of business actors and system performance, so it is necessary to make changes to this regulation to be more implementable. Amendments include the Harmonized System tariff post changes with the Buku Tarif Kepabeanan Indonesia (BTKI/2022 custom tariff book). Amendments of data elements on the requirements and the terms of the provisions and/or approval of import divisions. And the addition of new requirements to show non-Badan Usaha Milik Negara (non-BUMN) business actors to import animal products for purposes and assessment criteria in determining the appointment of business actors. Provisions on the validity period of amendment or extensions to issued permits and applications submitted before the entry into force of this amended regulation, in the event of amendment

1. Ministry of Trade Regulation Number 25 of 2022 regarding the Amendment of Ministry of Trade Regulation Number 20 of 2021 on Policy and Regulation of Import
2. Ministry of Trade Regulation Number 20 of 2021 on Policy and Regulation of Import

or the terms and conditions, adjustments have been made to the system and previously issued permits so as not to create obstacles in the implementation of imports.

In MoTR 25/2022, there was an amendment regarding Access Rights in which it stated that specifically for importers who are BUMN, there would be an additional document in the form of Nomor Pokok Wajib Pajak (NPWP) to obtain Access Rights Permits to apply for Business License.

With the amendments of Government Regulation Number 4 of 2016 (GR 4/2016) to Government Regulation Number 11 of 2022 (GR 11/2022), performing Specific Imported Goods for Availability of Goods and price stability that is previously applicable for BUMN, is now available for other business actors. To be designated as implementing the Import of Certain Goods, other business actors must register electronically to the Minister through SINSW per the requirements as mentioned in Attachment I of the MoTR 25/2022. The application is submitted to the Minister through SINSW, which is integrated with INATRADE.[3]

Furthermore, administrative sanctions are given as a recommendation to freeze the Nomor Induk Berusaha (NIB) that applies as an Angka Pengenal Impor (API). It will be revoked if the Importer has carried out the realization report obligation within 30 days from the date the recommendation to freeze the NIB is given or proven innocent or acquitted based on a court final verdict. Administrative sanctions are more detailed for each sanction of revocation of Business Licenses in the field of Import.

Importers are subject to administrative sanctions in the form of recommendations to revoke the NIB that applies as API if they do not carry out the obligation to report the realization of Imports, commit violations in the field of customs based on information from Directorate General of Customs and Excise (DGCE), or are found guilty based on a final verdict on criminal acts related to the misuse

of NIB. Importers are subject to administrative sanctions in the form of revocation of Business Licenses in the field of Import if the Importer:

a. proven to trade and/or transfer imported goods that have been imported (API-P)[4]
b. proven to trade and/or transfer Goods that have been imported that are not in accordance with the sales contract or proof of order (API-U)[5]

Subject to sanctions in the form of revocation of certificate if Importer:

a. did not carry out the realization report;
b. discrepancies are found in the required documents and data or information on the application for a certificate;
c. importing Goods with types and/or quantities that are not by the data or information contained in the certificate.

Lastly, Article 42 of MoTR 20/2021 is amended such that there is an additional provision regarding the goods that are not in accordance with the provisions of MoTR 25/2022 that they shall be re-exported, destroyed, withdrawn from distribution, or may be treated otherwise in accordance with the provisions of laws and regulations and that the importers bear the cost of withdrawal from distribution. On top of that, in the event that INATRADE and SINSW system not functioning, then an additional day of 15 working days shall be given to issue for amend or extend business license in the field of import. **(SFA)**

3. INATRADE is an application or facility that is run by the ministry of trade for the easeness of exports. The application is used to submit export and import permit
4. Angka Pengenal Impor Produsen or Import Identification Number for Producer is given to company that import goods for their own use as capital goods, raw materials, auxiliary materials and/or materials to support the production process
5. Angka Pengenal Impor Umum or Import Identification Number for Public is used for importing companies whose imported raw materials belong to the general category

THE URGENCIES TO IMPLEMENT PRIVATE ENFORCEMENT IN INDONESIA COMPETITION LAW: A BRIEF COMPARATIVE ANALYSIS

One legal instrument in the development of the economy of Indonesia is Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition (Law 5/1999). Like any other law, this law is enacted to safeguard the interests of the public and to improve the efficiency of the national economic as one initiative to improve the people's welfare.[1] To ensure the enforcement of the law, the Business Competition Supervisory Commission or *Komisi Pengawas Persaingan Usaha* (KPPU), through Article 30 of Law 5/1999, was established to carry out the purpose of supervising the implementation of the law.[2] However, the current execution of the law does not provide protection to the whistle-blowers who may or may not have been aggrieved by the unfair business practices that the reported entities have committed.

1. Article 3 letter a of Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, State Gazette Year 1999 Number 33, Supplement of the State Gazette Number 3817.
2. Article 30 of Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, State Gazette Year 1999 Number 33, Supplement of the State Gazette Number 3817.

KPPU, as the public enforcement agency, can only decide whether the business practices have breached the law[3] without being able to burden the business entities to pay compensation to the direct damages,[4] they have brought to the victims of such practices. Wouter Wils, through his work, stated that there are at least three functions of clinching an effective imposition of antitrust law, which are the precedent, compensatory, and deterrence function. Meanwhile, it is understood that the status quo law is lacking in the compensatory function.[5]

In KPPU's decision Number 26/KPPU-L/2007 concerning the SMS Cartel,[6] KPPU did not recognise its authority to impose compensation sanctions on consumers;[7] hence, the directly injured parties did not receive any compensation. Conversely, KPPU issued a decision in 2009 concerning the Fuel Cost Cartel.[8] Through the decision, KPPU determined the compensation payment of 10% of the excessive fuel surcharge to the whistle-blowers.[9] However, this compensation payment was not paid to harmed consumers but went to the state treasury. This is because the existing laws in Indonesia only accommodate public enforcement but do not look at private enforcement, which mechanism provides space in civil courts for victims to claim compensation for violations of business competition law.[10]

3. Article 47 paragraph (2) letter f of Law Number 5 of 1999 concerning concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, State Gazette Year 1999 Number 33, Supplement of the State Gazette Number 3817.
4. Yang dimaksudkan damages di sini bukan mengenai damages yang dibayarkan ke negara sebagaimana status quo, namun kompensasi yang secara langsung diterima oleh korban. Sebagaimana disebut dalam Article 47 paragraph (2) letter f of Law Number 5 of 1999 concerning concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, State Gazette Year 1999 Number 33, Supplement of the State Gazette Number 3817, bahwa yang dapat dikenakan sebagai damages adalah denda yang disetor ke negara.
5. Article 47 paragraph (2) letter g of Law Number 5 of 1999 concerning concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, State Gazette Year 1999 Number 33, Supplement of the State Gazette Number 3817 mengenai damages yang berupa denda yang disetor ke negara.
6. In this case, nine telecommunication companies in Indonesia were found guilty of fixing prices which could result in unfair business competition. KPPU considered this violation caused consumer losses of up to Rp2,827,700,000,000 (two trillion eight hundred twenty-seven billion and seven hundred million rupiah).
7. Decision on KPPU Case Number 26/KPPU-L/2007 concerning SMS Cartel, pp. 207. In its conclusion, the Commission Council stated, "Considering that the Commission Council is not in a position of authority to impose sanctions for compensation for consumers."
8. In KPPU's Decision Number 25/KPPU-I/2009 concerning the Fuel Cost Cartel, KPPU found that the determination of the price of aircraft turbine fuel carried out by 13 Indonesian airlines was considered detrimental to consumers up to Rp13,843,165,835,099 (thirteen trillion eight hundred forty-three billion one hundred sixty-five million eight hundred thirty-five thousand ninety-nine rupiahs) during 2006 to 2009.
9. The Commission Council based its considerations following the provisions of Article 36 letters j and l in conjunction with Article 47 letter f, which stipulates that the Commission has the authority to decide and determine whether there is a loss on the part of other business actors or the public. KPPU is also authorised to impose sanctions in the form of administrative measures to determine the payment of compensation for business actors who violate the provisions of Law 5/1999.
10. Article 38 paragraph (2) of Law Number 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, State Gazette Year 1999 Number 33, Supplement of the State Gazette Number 3817 states that the Party who has suffered as a result of a violation of this Law may report in writing to the Commission with complete and clear information regarding the occurrence of the Violation and losses incurred, including the identity of the complainant. This provision does not give the liberty to society to sue business actors.

Looking at the regulations that have been implemented in other countries, private enforcement is not something new, considering that this method has been applied in the United States, the European Union, and Germany.[11] About 90% of business competition violation cases in the United States are handled privately.[12] The same is found in the European Union, although this form of balancing between public and private enforcement is implemented through a directive[13] released in 2014. This Damages Directive provides legal certainty for the people of the European Union regarding their right to compensation. After establishing the Damages Directive, private enforcement in the European Union became more common and balanced with the implementation of private enforcement in the United States[14]

Strengthening of private enforcement has been deemed necessary mainly to enhance the effectiveness of the competition law system and guarantee that victims of antitrust infringements get compensated for the harm they have suffered.[15] The U.S. Supreme Court has repeatedly held that the private right of action under the antitrust laws serves two purposes: compensation and deterrence.[16] This kind of proceedings add considerably more to the effectiveness of the private enforcement system, and it is to this use of competition law provisions as a sword that this work will attribute most of its discussion. Moreover, Court of Justice of the European Union reminded legislatures across Europe in Courage that "actions for damages before the national courts can make a significant contribution to the maintenance of effective competition in the [European] Community" and that "any individual"

11. In the United States, the three major Federal antitrust laws are, the Sherman Antitrust Act, The Clayton Act, and The Federal Trade Commission Act. Private enforcement is specifically regulated under The Clayton Act, in which it authorizes private parties to sue for triple damages when they have been harmed by conducted that violates either the Sherman or Clayton Act and to obtain a court order prohibiting the anticompetitive practice in the future. In the Germany, antitrust and competition law are being regulated under Gesetz gegen Wettbewerbsbeschränkungen, Bürgerliches Gesetzbuch, and Zivilprozessordnung. Gesetz gegen Wettbewerbsbchnohränkungen was the first proper German competition law that regulates any matter relating to private enforcement damages, in which it has been awarded because prior to this regulation, claimants had only sought before the District Court a declaratory judgment that they were entitled to damages. In the EU, the competition law is developed from Articles 101 to 109 of the Treaty on the Functioning of the European Union. Specifically on private enforcement, there is Directive/2014/104/EU regulate on certain rules governing actions for damages under national law for infringements of the competition law.
12. Joshua P. Davis and Roberts H. Lande, "Summaries of Twenty Cases of Successful Private Antitrust Enforcement" Univ. of San Fransisco Law Research Paper, No. 2013-01 (November 2011), pp. 3.
13. Directive is a law that set goals for member states to implement and the implication to countries in the EU is to become national law and normally have deadlines for countries to adopt them into national law. See, Article 288 of the Treaty on the Functioning of the European Union. Directive/2014/104/EU of the European Parliament and of the Council of 26 November 2016; on certain rules governing actions for damages under national law for infringements of the competition law ("Damages Directive").
14. Thomas Obersteiner, "Private Antitrust Enforcement in the US and the EU – A Comparison of Key Issues", SSRN, https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3468473.
15. Komninos, EC Private Antitrust Enforcement: Decentralised Application of EC Competition Law by National Courts, p. 1.
16. See, e.g., Pfizer, Inc. v. Gov.'t of India, 434 U.S. 308, 314 (1978) (stating that "[the Clayton Act] has two purposes: to deter violator and deprive them of 'fruits of their illegality,' and "to compensate victims of antitrust violators for their injuries") (citations omitted); Am. Soc. of Mech. Eng'rs v. Hydrolevel Corp., 456 U.S. 556, 575–76 (1982) (asserting that "treble damages serve as a means of deterring antitrust violations and of compensating victims").

must be able to claim damages for loss caused by anticompetitive conduct.[17] The provisions related on private enforcement can also be used as a 'sword', the metaphor of which refers to the proactive use of the provisions by private parties as a basis for claiming damages or injunctive relief.[18]

Private enforcement in Indonesia[19] can have a positive impact on business competition law enforcement in Indonesia. Such impacts include, first, to increase deterrence and compliance with business competition law in Indonesia because all economic actors can act as law enforcers.[20]

Second, private enforcement is an appropriate means for aggrieved parties to claim compensation for violating business competition law. Third, implementing private enforcement has proven successful in cracking down on business competition law violations such as cartel agreements and improving consumer welfare.[21]

To summarise, unlike the above jurisdictions, the current status quo of Indonesia has not yet given the liberty for victims to be compensated, despite the losses that may have occurred. This is because the KPPU, an institution appointed to enforce business competition law in Indonesia, cannot provide protection related to the right to compensation for victims of business competition violations. The authority of KPPU is only limited to determining whether there is a violation of the business competition law and has never demanded business actors to pay compensation. Therefore, it is necessary to immediately establish regulations for healthy business competition law enforcement through harmonisation between public and private enforcement in Indonesia. Reflecting on other jurisdictions that have implemented such laws, victims who experience direct losses may be granted compensation; hence the objective of protecting the people is achieved with the compensation given. **(SFA/SPU)**

17. Wolfgang Wurmnest, "German Private Enforcement: an overview of competition law", Concurrences Antitrust Publications & Events, 2021, p. 3.
18. 5 Wils, Principles of European Antitrust Enforcement, p. 112. The Treaty gives no clear support for such a proactive use of the antitrust provisions, but this interpretation has been established through case law, see Case C-453/99 Courage [2001] ECR I-6314, para. 26
19. Paripurna Sugarda and Muhammad Rifky Wicaksono, "Power to the People: Enhancing Competition Law Enforcement in Indonesia through Private Enforcement", Asia Pacific Law Review 26 (2), pp. 127-146.
20. Donncadh Woods, Alisa Sinclair, and David Ashton, "Private Enforcement of Community Competition Law: Modernisation and the Road Ahead", Competition Policy Newsletter, No. 2, (2004), pp. 32.
21. Miriam C. Buiten, Peter van Wijk, and Jan Kees Winters, "Does the European Damages Directive Make Consumers Better Off?", Journal of Competition Law and Economics, Vol. 14, No. 1, (2018), pp. 91.

BILLS ON MATERNAL AND CHILDREN WELFARE

The Draft Law on Maternal and Child Welfare, commonly referred to as the "MCW Bill", was enacted to unify the regulations concerning the welfare of mothers and children, which are still found in various laws and regulations and cannot accommodate the dynamics and legal needs of the community; hence, a separate comprehensive regulation is needed.[1] The welfare of mothers and children is an inseparable unity that affect each other. Children can grow well if their mothers are in their good health, especially during pregnancy and the process of giving birth. Children who have excellent well-being and development later grow to be a good human resources for the continuation of this nation.[2]

The MCW Bill is hoped to be the guidance of the state to surmount Indonesia's stunting problem.[3] Stunting is a condition where toddlers' body height does not reach their expected and normal height at their age, as this is measured scientifically. Toddler stunting can be categorised as a chronic nutritional problem caused by many factors, including socioeconomic conditions, maternal nutrition during pregnancy, infant morbidity, and lack of nutritional intake.[4] Indonesia is the 5th country in the world with the highest stunting number. 1 out 4 Indonesian children are stunted; and additionally, the maternal mortality rate is high, with 300 mothers out of 100 thousand mothers dying whilst giving birth or soon thereafter. Hence, it is deemed necessary to alleviate this situation by creating a law to specifically address this issue.[5]

The MCW Bill was passed by the DPR on June 9, 2022. Maternity leave and husband's accompanying leave is regulated in Article 4 paragraph (2)(a) and Article 6 (2) (a) respectively, and read as follows:

"Article 4
(2) In addition to the rights as referred to in paragraph (1), every working mother has the right to:
a. obtain maternity leave of at least 6 (six) months;

1. Consideration, letter d, MCW Bill, Legislative Body Harmonisation 9th June 2022.
2. Draft on General Elucidation of MCW Bill, Legislative Body Harmonisation 9th June 2022.
3. House of Representatives of Indonesia, "RUU KIA Menjadi Upaya Turunkan Kasus Stunting", accessed through https://www.dpr.go.id/berita/detail/id/39691/t/RUU+KIA+Menjadi+Upaya+Turunkan+Kasus+Stunting.
4. Pusat Data dan Informasi Kementerian Kesehatan RI, "Situasi Balita Pendek (Stunting) di Indonesia", Buletin Jendela, Semester I 2018, pp. 2.
5. House of Representatives of Indonesia, Op Cit.

Article 6
(2) The husband, as referred to in paragraph (1) is entitled to the right to accompanying leave:
a. for a maximum of 40 (forty) days; or"

Looking at the length of maternity leave for women/mothers as regulated in the MCW Bill, there is a significant difference in the period from the status quo for maternity leave as stipulated in Article 82 of Law Number 13 of 2003 concerning Manpower which only grants a total of 3 (three) months.

These have serious implications for several parties. First, the positive implication is that the extended period of maternity leave will enhance a mother's ability to develop 'harmony' and 'sensitivity' to her child. Researchers have found that an increase in the length of maternity leaves positively affects a mother's responsiveness, sensitivity, influence, and the quality of the mother-child relationship.[6] The increase in the duration of leave will affect the increase in the use of leave and the provision and duration of breastfeeding mothers for their children, where breastfeeding children since the length of breastfeeding period has a proven positive effect on the child's health. The WHO report in 2001 recommended a period of breastfeeding children of six months. With prolonged leave, a mother can have a more opportunity to breastfeed her child, according to the recommendations.[7]

The negative implications of this extended maternity leave will undoubtedly impact business actors and female workers. The MCW bill can potentially cause discrimination against female workers, where companies will reduce the acceptance of single female workers or create a clause that does not allow female workers to marry. The rules regarding maternity leave wages in the MCW Bill state that there is a salary of 100% in the first three months and 75% in the following three months. The long leave period and accompanying financial burden on wages may significantly impact the company financially and non-financially.[8] Companies will lose productivity from female workers on leave for too long while the company must continue to pay wages for these workers.[9] We will have to wait and see how companies react to these significant changes. It is hoped that companies will react positively rather than to make hiring decisions based on gender, age, and the risk of pregnancy after hiring.

The legal implication and the status of the MCW Bill is also in question.[10] Chapter 9 of the Closing Provisions of the MCW Bill provide no explicit article that revokes or changes the provisions on maternity leave in Law Number 13 of 2003 concerning Manpower. It could be very well argued that the MCW Bill stands alone, and because the labour regulations are more specific than the MCW Bill, then the 3-month maternity leave provision should take precedence. **(SFA/SPU)**

6. Maureen Sayres Van Niel, et. al., "The Impact of Paid Maternity Leave on the Mental and Physical Health of Mothers and Children: A Review of the Literature and Policy Implications", Harvard Review of Psychiatry, Vol. 28, Number 2, March/April 2020, pp. 120.
7. Ibid., pp. 121.
8. BBC News Indonesia, "Cuti melahirkan enam bulan dikhawatirkan timbulkan diskriminasi untuk pekerja perempuan, DPR klaim akan cari solusi", accessed through https://www.bbc.com/indonesia/indonesia-61869619#:~:text=Saat%20ini%2C%20aturan%20cuti%20melahirkan,tiga%20bulan%20berikutnya%20sebesar%2075%25.
9. Adelina Nurmalitasari, "Ketua IWAPI Belitung Sebut RUU KIA Rentan Diskriminasi Pekerja Perempuan", accessed through https://belitung.tribunnews.com/2022/06/30/ketua-iwapi-belitung-sebut-ruu-kia-rentan-diskriminasi-pekerja-perempuan.
10. Firdhayanti, "Mengenal Berbagai Pro dan Kontra RUU KIA Menurut Perspektif Para Ahli", accessed through https://www.parapuan.co/read/533371001/mengenal-berbagai-pro-dan-kontra-ruu-kia-menurut-perspektif-para-ahli?page=3.

STATE OWNED ENTERPRISE (BUMN) 4.0 AN ACCELERATION OF DIGITAL TRANSFORMATION: HAS IT CONSIDER DATA PRIVACY PROTECTION?

BUMN 4.0 refers to an action plan for industries in Indonesia to implement cyber-physical systems that promote connectivity to users, machines, and accurate data. Digital transformation is necessary and provides financial benefits since the purpose of digital transformation is to increase revenue. Digital transformation is the foundation of revenue marketing, it accelerates centricity and it allows for marketers to take revenue accountability, transformation marketing from a cost center to a revenue center.[1] In this BUMN 4.0 planning, several significant trends, such as global urbanisation, geo-economic and geo-political changes, competition for natural resources and digital transformation, must be implemented to accommodate the needs of business goals and to keep up with technology as well as the development of laws. The dramatic changes are illustrated from the newfound acceptance of Work from Home ("WFH") during the Pandemic. The need for digital skills is needed and in great demand by business actors in the business sector and other fields. In this case, Information, Communication and Technology are positioned as strategic business partners to meet needs in digital era.[2]

In 2018, Pertamina, an Indonesian oil and gas company, started its journey in digital transformation. In 2022, Pertamina launched the Pertamina Digital Community (MITA). This is a forum for preparing agile workers who understand technology.[3] MITA promotes things such as increasing digital innovation, increasing value creation, digital acceleration index, increasing Indonesia Industry 4.0 (INDI 4.0) and other business opportunities. as many as 17 out of 107 State-Owned Enterprises had utilize INDI 4.0 in the year 2019 and 2020 in implementing industrial technology 4.0 in running the financial services activities.[4]

In 2017, PT Kimia Farma, a BUMN in Pharmacy, mapped out how to prioritize various fields in pharmaceuticals to accelerate implementation or digital adaptation. Some of PT Kimia Farma's portfolios in, amongst others, manufacturing, and retail, are several portfolios that can be adopted and are relevant for digitalization.[5] The first aim in digitization in the pharmaceutical industry should be to enhance direct interaction with customers. Customers should experience digital implementation directly and how it improves their lives. The goal of digitalization in the health sector is noble: facilitating

1. Dr. Debbie Qaqish, "Let's Talk About Revenue Growth Through Digital Transformation", pedowitzgroup.com, Maret 9, 2022, https://pedowitzgroup.com/digital-transformation-revenue-growth/.
2. Inti Bumi Dinamika, "What is Industry 4.0 and how Indonesia welcomes it", ibdindonesia.co.id, Desember 25, 2019, https://ibdindonesia.co.id/what-is-industry-4-0-and-how-indonesia-welcomes-it/.
3. Redaksi, "TOP Digital Awards 2022: Pertamina Jadikan Transformasi Digital Sebagai Agenda Strategis Perusahaan", itworks.id, 20 September 2022, https://www.itworks.id/53886/top-digital-awards-2022-pertamina-jadikan-transformasi-digital-sebagai-agenda-strategis-perusahaan.html
4. "Akselerasi transformasi menuju industry 4.0", bumn.go.id, 23 April 2021, https://bumn.go.id/media/news/detail/akselerasi-transformasi-menuju-industri-40
5. "Gandeng Kimia Farma, RSCM Digitalisasi Layanan Kesehatan", Beritasatu.com, BeritaSatu, 20 Desember 2022, https://www.beritasatu.com/news/961073/gandeng-kimia-farma-rscm-digitalisasi-layanan-kesehatan

and making health more affordable or accessible by increasing user or patient satisfaction and expanding flexibility, improving community health, improving the clinical experience, and reducing costs for health. In the pharmaceutical field, digital adoption has been faster because digital adoption is used in the ecosystem of pharmaceutical companies, including use in the form of medical devices and products; with distributors using technology for its logistics, and healthcare providers and retailers, using technology to track current pharmaceutical product users.[6] The market in the pharmaceutical field is vast, and the challenge faced in this field is how to create value for customers. Customers in this context are users or us as patients, and how to create greater synergy between one hospital and another. In the future, digitalization will ultimately be a benefit to both the patient and the community such that there is a tangible effect on the patient. Value chains will be improved where no patient will buy a drug twice. The impact of this digitalization can be seen broadly and cannot be seen solely from the mastery of technology.

Referring to the digital transformations above, we cannot exclude dispute or legal risk that may arises. Indonesia has recently enacted a Data Protection Regulation, to minimalize potential threats that this technology can imposed due to the collection of Personal Data as stated in Article 35 which regulates the need for Personal Data Processor to protect and ensure the safety of data that is being use.[7] The Personal Data Protection is related deeply with health sector especially the renowned application Pedulilindungi, which is regulated by the Kominfo Regulation Number 171 Tahun 2020 regarding Establishment of Pedulilindungi Application in the Context of Implementing Health Surveillance for Handling Corona Virus Disease 2019 (Covid-19). As reference, on 16 November 2022, a hacker that goes by the name of Bjorka hacked into Pedulilindungi and stole 3,2 Billion Data and sold it through a website called Breached.to. The data included personal data, vaccination data and tracking history data, including application check-in history. Bjorka announced that the data leaked was around 48 Gigabyte (GB) of compressed data, 157 GB of uncompressed data with a total of 3.250.144.777 data leaked.[8] In respond to this, the UU PDP article 46 may be applied regarding the obligation of the personal data operator that they must inform the personal data subject in written form at the latest of 3x24 Hours after the data leaked happened.

To conclude, applying technology in all the BUMN sectors is a step towards BUMN 4.0, where BUMN companies will implement technology in their respective business fields. Implementing technology is one way to speed up processes, add flexibility to business processes, provide new experiences for users, and reduce costs for business operations services. In this case, PT Pertamina (Health division) and PT Kimia Farma have started implementing technology into the structure of the daily work processes of their fields. This is an early example of the upcoming SOE 4.0. UU PDP will also play a big role in providing assurance and protection to every Personal Data subject to further minimize the vulnerability of illegal activities concerning personal data. **(SFA/HE/JXR)**

6. Kementerian Perindustrian Republik Indonesia, "Industri Farmasi dan Alat Kesehatan Dipacu Terapkan Industri 4.0", kemenperin.go.id, 14 April 2021, https://kemenperin.go.id/artikel/22478/Industri-Farmasi-dan-Alat-Kesehatan-Dipacu-Terapkan-Industri-4.0---
7. Law Number 27 of 2022 regarding Personal Data Protection
8. "Data PeduliLindungi Dijual Bjorka, Pemerintah Diminta Gelar Audit dan Forensik Digital", Kompas.com, Kompas Gramedia Group, 17 November 2022, Https://nasional.kompas.com/read/2022/11/17/05300031/data-pedulilindungi-dijual-bjorka-pemerintah-diminta-gelar-audit-dan

YOUTH-ADULT PARTNERSHIPS IN SCHOOLS: A COLLABORATION FOR INDONESIA 2045

Indonesia is currently undergoing significant demographic changes. Shifting age structures due to the decline of birth and death rates are priming Indonesia for demographic dividends.[i] Today, the start-up scene in Indonesia can be credited to young entrepreneurs, with more than 2,000 businesses filed in 2019 alone, including many US$1 billion unicorns[1] and even a $10 billion decacorn[2].[ii] However, following this period of accelerated economic growth and socioeconomic development, things may take a turn for the worse when reduced fertility rates eventually slow the growth rate of the labor market as further advancements in old-age mortality speed up growth of the senior population.[iii] In order to circumvent this restriction in labor market, particular attention is to be paid to help the next generation reach their full potentials as participants of the economy. According to a survey by the World Economic Forum, more than one-third of Indonesian youths have aspirations to become entrepreneurs.[iv] It is therefore important to support innovative ideas that will boost the likelihood of their success and protect the future of our economy. This can begin in their education.

1. A unicorn refers to "a startup company valued at US $1 Billion or more" (Alpha JWC Ventures, 2022)
2. A decacorn refers to "a company valued at more than US $10 Billion" (Alpha JWC Ventures, 2022)

i. Hayes, A., & Setyonaluri, D. 2015. "Taking Advantage of The Demographic Dividend in Indonesia: A Brief Introduction to Theory and Practice." United Nations Population Fund (UNFPA).
ii. Shimomura, N., and Sianturi, B. 2021. "Youth entrepreneurs driving a post-pandemic green recovery." The Jakarta Post.
iii. Lee, R., & Mason, A. (2006). "What Is the Demographic Dividend?" In Finance and Development (3rd ed., Vol. 43). International Monetary Fund.
iv. Wood, J. 2019. "In Indonesia, over a third of young people want to be entrepreneurs." World Economic Forum.

Having been described as being 'high volume and low quality',[v] the Indonesian education system is in need of change in order to maximize economic growth potential. In recent years, a key movement in youth development across various fields has recognised the pivotal role of young people in reimagining and reinventing practices that concern them. The United Nations Convention on the Rights of the Child (1989) states that children have a right to participate actively in all matters that affect their lives, including their education.[vi] Young people are not empty vessels to be filled with adult perceptions and expectations; instead, they are capable drivers of change and ought to be allowed to exercise their agency and be included in decision-making processes.[vii]

In reinventing and reimagining education, scholars and practitioners have remarked that transformative education requires a critical approach that goes beyond providing space and listening to the voices of young people — a genuine relationship between adults and young people must be established[viii]

v. Rosser, A. 2018. "Beyond access: Making Indonesia's education system work." Lowy Institute.
vi. United Nations. 1989. "Convention On The Rights Of The Child". In Treaty Series 1577. UN General Assembly.04/QA1_SupportingAgencyInvolvingChildreninDecisionMaking.pdf
vii. Australian Children's Education & Care Quality Authority. 2018. "Supporting Agency: Involving Children In Decision-Making". Natitional Quality Standard. Australian Children's Education & Care Quality Authority.
viii. Bolstad, Rachel. 2011. "From "Student Voice" To "Youth—Adult Partnership"". Set: Research Information For Teachers 1: 31-33. doi:10.18296/set.0401.

However, it is contended that genuine and productive partnerships between youth and adults are unlikely to be formed under the traditional school culture that inhibits youth's abilities to engage in decision-making processes meaningfully.[ix]

Youth and adults in Indonesian school settings sit in distinct and unequal positions of power and status.[x] Such asymmetries are manifested in the institutional norms of deference to traditional forms of adult authority and adult disengagement with the youth.[xi] In practice, educators ought to consider their position in terms of power and status. Given the inept, often non-existent, bids to include students in school reform initiatives, attention to how to build youth-adult relationships is particularly crucial.[xii] Educators must make intentional efforts to work in solidarity with young people rather than on their behalf, creating conditions for meaningful dialogues, actively listening to their thoughts and ideas, and ensuring that they participate in their own transformation.[xiiixivxv]

Literature on successful youth-adult partnerships finds four common themes:[xvi]

1. Trust and respect among group members: Educators must cultivate a sense of respect, trust and care for the youth beyond program interactions, to create a safe space for youth to flourish.[xvii]
2. Creation of meaningful (not equal) roles: Roles and responsibilities for both educators and students are clearly defined and should be made apparent and propelled by leadership in the

ix. Bolstad, Rachel. 2011. "From "Student Voice" To "Youth—Adult Partnership""
x. Maulana, R., Opdenakker, M.-C., den Brok, P., & Bosker, R. 2011. "Teacher–student interpersonal relationships in Indonesia: Profiles and importance to student motivation." Asia Pacific Journal of Education, 31(1): 33–49. https://doi.org/10.1080/02188791.2011.544061
xi. Mitra, Dana L. 2009. "Collaborating With Students: Building Youth-Adult Partnerships In Schools". American Journal Of Education 115 (3): 407-436. doi:10.1086/597488.
xii. Mitra, Dana L. 2009. "Collaborating With Students: Building Youth-Adult Partnerships In Schools".
xiii. Freire, Paulo. 1970. Pedagogy Of The Oppressed.
xiv. hooks, bell. 1994. "Teaching To Transgress: Education As The Practice Of Freedom."
xv. Gonzalez, Maru, Michael Kokozos, Christy M. Byrd, and Katherine E. McKee. 2020. "Critical Positive Youth Development: A Framework For Centering Critical Consciousness"
xvi. Mitra, Dana L. 2009. "Collaborating With Students: Building Youth-Adult Partnerships In Schools".
xvii. Bean, Corliss, Meghan Harlow, and Tanya Forneris. 2016. "Examining The Importance Of Supporting Youth'S Basic Needs In One Youth Leadership Programme: A Case Study Exploring Programme Quality". International Journal Of Adolescence And Youth 22 (2): 195-209. doi:10.1080/02673843.2016.1152986.

program or organization.[xviii] For instance, efforts to alter the bureaucratic style of educational planning and management can see decision-making and responsibilities for school matters transferred from higher authority to principals, teachers, parents, students and other members of the school's community.[xix]

3. Capacity-building for youth and adults to successfully fulfil their roles: Both youth and adults receive training to acquire specific skills necessary to overcome asymmetries in power and status and form a partnership.[xx] For instance, community education programs that engage in critical reflection, focusing on leadership, youth rights, parliamentary procedure, conducting research, interacting with adults in power, goal setting, facilitation, and developing a work plan,[xxi] coupled with pro-social activities, such as sports tournaments, cultural events, to build community relationships, social capital, and enhancing the skills of the population.[xxii]
4. A group size that is not too small and not too large: Successful youth-adult groups consists of one or two adults overseeing ten to fifteen students.[xxiii]

Youth-adult partnership is both a concept and practice.[xxiv] The firm belief in the idea that youth and adults can work alongside one another is what drives youth-adult partnership. This partnership can transpire anywhere where decision-making processes are shared between young people and adults.[xxv] The approach will differ based on the

context and the degree to which it is applied. Such a belief must be cultivated in Indonesia, for research indicates that partnering with youth in the classroom yields positive outcomes, including higher academic motivation and success.[xxvixxvii] Likewise, the acquisition of skills required to collaborate effectively and take ownership of their own learning may help students along their journeys, no matter what their interests, careers, or paths may be. One can certainly imagine for this sort of practice to be implemented at a large scale and propelling the quality of the country's future labor force to greater heights. **(GKZ)**

xviii. Krauss, Steven E. 2017. "Engaging Youth Through Youth-Adult Partnerships (Y-AP): Implications For Education And Community Organizations"
xix. Ibid.
xx. Mitra, Dana L. 2009. "Collaborating With Students: Building Youth-Adult Partnerships In Schools".
xxi. Ibid.
xxii. Krauss, Steven E. 2017. "Engaging Youth Through Youth-Adult Partnerships (Y-AP): Implications For Education And Community Organizations"
xxiii. Mitra, Dana L. 2009. "Collaborating With Students: Building Youth-Adult Partnerships In Schools".
xxiv. Krauss, Steven E. 2017.
xxv. Ibid.
xxvi. Corso, Michael, Matthew J. Bundick, Dawn E. Haywood, and Russell J. Quaglia. 2014. "Promoting Student Engagement In The Classroom". Teachers College Record 116 (4).
xxvii. Toshalis, Eric, and Michael J. Nakkula. 2012. "Motivation, Engagement, And Student Voice". The Students At The Center. Jobs for the Future.

ANGGRAENI AND Partners

www.ap-lawsolution.com

TENDEAN SQUARE KAV. 17-18
Jl. Wolter Monginsidi No. 122-124
Kebayoran Baru, South Jakarta
Indonesia – 12170

PHONE : +62-21-72787678, 72795001
FAX : +62-21-7234151
EMAIL : connect@ap-lawsolution.net