

Juridical analysis of legal certainty and protection of the parties in the cooperation agreement for the establishment of a health clinic at PT. Melaka Medives Cakra, Batam City

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Abstract

Purpose: This study aims to analyze the legal arrangements, implementation, as well as obstacles and solutions in cooperation agreements for the establishment of health clinics at PT Melaka Medives Cakra in Batam City. The focus lies on aspects of legal certainty and the protection of parties involved. The research uses a combination of normative juridical and empirical juridical approaches.

Method: Data were collected through the study of laws and regulations, legal literature, and primary sources, including interviews with stakeholders and field observations. The analysis is based on positive law theory, Lawrence M. Friedman's legal system theory, and Sudikno Mertokusumo's legal certainty theory.

Result: Although the cooperation agreement was legally valid as an authentic deed, issues such as vague clauses, differing interpretations, and administrative barriers arose. Through addenda, legal support, and stronger dispute resolution clauses, the parties maintained stability and ensured fair legal protection.

Conclusion: The study concludes that clarity in contract drafting, early involvement of legal assistance, and simplified licensing procedures are crucial for ensuring legal certainty and sustainable cooperation in the health care sector.

Limitation: This research is limited to a single case study in Batam City, thus its findings may not fully represent similar cooperation agreements in other regions or health sectors.

Contribution: The study contributes by providing practical insights into strengthening legal certainty in health sector cooperation agreements. It offers recommendations for policymakers, practitioners, and stakeholders to foster a legal ecosystem that supports sustainable collaboration and equitable protection of rights.

Keywords: *Cooperation Agreement, Health Clinic, Legal Certainty, Legal Protection, PT. Melaka Medives Cakra*

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1. Introduction

The healthcare sector plays a crucial role in supporting public welfare and economic growth in Indonesia. Amid the growing demand for high-quality healthcare services, collaborative models between business entities and healthcare providers have increasingly become strategic options. One such collaboration is the establishment of health clinics involving several parties in a cooperation

agreement (Lestari et al., 2017; Visnu, 2024). However, in practice, cooperation agreements in healthcare often lead to legal issues, particularly regarding the legal certainty and protection of the parties involved. Ambiguities in the arrangement of agreement clauses, such as the distribution of rights, obligations, and responsibilities, often trigger potential conflicts that can hinder the continuity of collaboration and clinic operations (Wijaya, Prabhata, & Putra, 2021).

In this context, PT. Melaka Medives Cakra Kota Batam serves as an example of a company that seeks to establish a health clinic through collaboration with strategic partners. However, the success of such a cooperation agreement depends not only on business aspects but also on legal certainty and protection for the parties involved. Moreover, healthcare plays a strategic role in supporting the national economic development. Healthy individuals are more productive, ultimately contributing to the economic growth. Conversely, an unhealthy population burdens the social and economic systems through increasing healthcare demands and reduced workforce productivity (Amalia, Chandrawulan, & Budhijanto, 2021; Taduri, 2021). Therefore, investment in the healthcare sector, both by the government and private sector, is crucial for ensuring the sustainability of national development (Ridhwan, Nijkamp, Ismail, & M. Irsyad, 2022).

Batam City, as one of Indonesia's strategic regions, has significant potential for healthcare industry development. As part of a special economic zone, Batam has attracted substantial investments in various sectors, including healthcare. Its proximity to neighboring countries, such as Singapore and Malaysia, offers advantages in accessing modern medical technology and skilled healthcare professionals (Aritenang & Chandramidi, 2020). In certain cases, parties to the agreement may also adopt international standard contracts to facilitate negotiations and the execution of cooperation. These contracts often incorporate global best practices for managing cooperation agreements, especially for projects involving foreign parties. However, despite a well-drafted agreement, non-legal factors, such as poor communication or organizational culture mismatches, can also be sources of conflict (Aritenang, 2017; Galvin, Tywoniak, & Sutherland, 2021). Therefore, in addition to legal approaches, fostering collaborative relationships based on trust and mutual understanding is essential.

Legal certainty is a fundamental element in every cooperation agreement, including the establishment of healthcare facilities. Legal certainty ensures that the rights and obligations agreed upon are respected and executed by all parties. This is particularly important because cooperation often involves significant investments, whether financial, human resources, or technology. Legal uncertainty can create doubts among parties and hinder the optimal implementation of collaboration. Furthermore, strong legal protection instills confidence in the parties to cooperate effectively. It establishes a harmonious relationship based on the assurance that any violations will be addressed fairly and according to the law. Thus, the arrangement of legal protection not only meets a necessity but also forms the foundation for successful collaboration (Wing, Yulia, & Sastro, 2024).

PT. Melaka Medives Cakra is a company engaged in the healthcare sector, with a primary focus on the management and establishment of healthcare facilities. The company has experience building and managing hospitals and clinics in various regions across Indonesia. With a vision to provide affordable and quality healthcare services, PT. Melaka Medives Cakra plans to establish a health clinic in Batam City, a strategic area characterized by high economic growth and an increasing demand for healthcare services. Additionally, licensing and compliance with healthcare regulations in Indonesia may be challenging. As a company operating in the healthcare sector, PT. Melaka Medives Cakra must ensure that all partners comply with applicable legal requirements, such as operational permits, facility standards, and healthcare professionals' competencies. Noncompliance with these regulations can lead to project delays or cancellations.

This research is highly relevant to ensuring legal certainty for the parties involved in the cooperation agreement for the establishment of a health clinic in Batam City. By analyzing the legal aspects of the agreement, this study aims to identify potential legal issues and provide recommendations to minimize these risks (Indra & Fauzan, 2023). This is crucial to ensure the smooth execution of the project and to maintain good relationships among the parties. Furthermore, this study contributes to providing better

legal protection for the parties. By proposing clear dispute resolution mechanisms and detailing the rights and obligations of the parties, this study hopes to serve as a reference for drafting similar cooperation agreements in the future (Prayuti et al., 2024; Sinaga, 2021). Therefore, the results of this study will benefit PT. Melaka Medives Cakra and its partners but also contribute to the broader healthcare sector. Based on the issues outlined, the author is interested in making this topic the subject of an academic thesis entitled "Legal Analysis of Legal Certainty and Protection for the Parties Involved in the Cooperation Agreement for Establishing a Health Clinic at PT. Melaka Medives Cakra Kota Batam."

2. Literature review

2.1. Conceptual Framework

2.1.1. Definition of Cooperation Agreement

A cooperation agreement is a legal relationship involving two or more parties aimed at achieving a specific objective through mutual consent. In Indonesian civil law, agreements are regulated by Article 1313 of the Civil Code, which defines an agreement as an act in which one or more parties bind themselves to another party. In the context of cooperation, this agreement includes the parties' commitment to collaborate according to the agreed-upon goals (Woy, Pondaag, & Sepang, 2023). The main characteristics of a cooperation agreement are the presence of consensus between the parties, an enforceable object, and a cause that does not conflict with the law or public morality. These three elements form the basis for the legality of an agreement, as stipulated in Article 1320 of the Civil Code, which states: Additionally, cooperation agreements are often bilateral, meaning that both parties have reciprocal rights and obligations (Samudra & Hibar, 2021).

Cooperation agreements also possess flexibility in their implementation, depending on the scope and goals to be achieved by them. This allows the parties to draft agreements according to their needs, provided that they do not contradict applicable laws. This flexibility is particularly attractive to business actors across various sectors, including healthcare (Kumar, Bera, Dutta, & Chakraborty, 2018). In some cases, collaboration in the healthcare sector also involves technology transfer agreements and training healthcare professionals. These agreements aim to enhance the capacity of healthcare facilities and professionalism of medical staff through collaboration with foreign institutions or local partners. Research and development (R&D) cooperation agreements are also essential forms of collaboration in the healthcare sector. These agreements enable the development of new medical technologies and innovations in healthcare services (Hernoko, 2013).

2.1.2. Legal Basis for Cooperation Agreements

Cooperation agreements for establishing limited liability companies (PT) are governed by the basic principles of agreements outlined in the Civil Code. Article 1313 defines an agreement as a consent in which one or more parties bind themselves to the other party. In the context of establishing a PT, a cooperation agreement represents the consent of the parties to collaborate in forming a legal entity with rights and obligations distinct from its founders. Article 1320 of the Civil Code also stipulates the requirements for a valid agreement, including mutual consent, legal capacity, a specific object, and a lawful cause (Usn & Ukas, 2020). Law No. 40 of 2007 on Limited Liability Companies serves as the primary legal basis for establishing a PT in Indonesia. Article 7 of this law explains that the establishment of a PT is carried out by two or more individuals through a notarial deed in Indonesia. The law also regulates capital requirements, share distribution, and founders' responsibilities. In cooperation agreements, it is crucial to outline the distribution of rights and obligations among the founders in the company's articles of association, which are an inseparable part of the establishment deed.

In the modern era, establishing a PT also involves compliance with licensing requirements through the Online Single Submission (OSS) system (Hutama, 2024). Government Regulation No. 5 of 2021 on Risk-Based Business Licensing facilitates the licensing process by integrating various business permits, including those for establishing PT. The parties involved in establishing a PT must meet administrative requirements, such as obtaining a Business Identification Number (Mohammed, Philip, & Labaran),

location permits, and environmental permits, which form the legal basis for the PT's operations (Fuady, 2023).

2.1.3. Legal Certainty in Agreements

Legal certainty is a fundamental principle of modern legal systems that ensures predictability and stability in law enforcement. Legal certainty guarantees that individuals' rights and obligations can be carried out according to the applicable regulations without concern for sudden legal changes (Paunio, 2009; Pop, 2024). Agreements ensure that valid contracts are enforceable. Without it, parties cannot trust that their rights will be protected in the arbitration process. This is crucial for agreements involving significant investments or long-term relationships. Legal certainty also protects the parties' rights, as outlined in the agreement. It provides a strong foundation for parties to demand the fulfillment of their rights if a contract breach occurs, offering security and stability in contractual relationships (Marzuki, 2021; Udayana & Putra, 2025).

The relevance of legal certainty becomes even more crucial in the era of globalization, where cross-border cooperation is increasingly common. Agreements based on legal certainty minimize the risk of disputes and promote productive cooperation both nationally and internationally (Soekanto & Mamudji, 2023). Legal certainty is at the heart of positive law theory, which views the law as a hierarchical system of norms. The law should be accessible and understood by everyone, leaving no room for doubt in its application. This principle applies across all legal aspects, including agreements, where parties require clear guidelines to execute contracts. In Indonesian legislation, legal certainty is regulated by Article 1338 of the Civil Code, which affirms that all valid agreements are binding as laws for the parties involved (Gazali, 2019; Simanungkalit, Munawir, & Zulyadi, 2024).

2.1.4. Legal Protection in Cooperation Agreements

Legal protection in contractual relationships ensures balance and fairness among the parties involved. According to Philipus M. Hadjon, legal protection aims to secure parties by safeguarding their rights through regulations. It includes both preventive and corrective actions in addressing contract breaches (Hadjon, 2021; Hafizh, Anggraeni, & Rungsimanop, 2024). In contractual relations, legal protection refers to the fair regulation of rights and obligations, as well as dispute resolution mechanisms acceptable to all parties, ensuring that agreements are executed properly without abuse. Legal protection also ensures legal certainty in implementing agreements (Udayana & Putra, 2025). With guaranteed protection, the parties feel secure in fulfilling their obligations without fear of harm. This is especially relevant in agreements involving significant investments or long-term business relationships. Preventive legal protection involves measures to avoid breaches of agreements, such as drafting detailed contracts that address potential risks. Clauses outlining responsibilities, dispute resolution mechanisms, and penalties for violations are examples of preventive steps in cooperation agreements in the fishing industry.

2.2. Dispute Resolution Mechanisms in Cooperation Agreements

Litigation is a dispute resolution mechanism through the courts, offering high legal certainty, as the resulting decision has final legal authority. However, litigation is often time-consuming and costly, making it a last resort for parties. In contrast, non-litigation dispute resolution involves alternative mechanisms such as mediation, negotiation, or arbitration (Flora, Ginting, Ganap, Simamora, & Burhanuddin, 2025). These methods are considered more flexible, efficient, and faster than litigation. Arbitration, for instance, is widely used in commercial cooperation agreements because it provides binding and confidential decisions (Arnold, 2025). Mediation is another common non-litigation method used in cooperation agreements in China. In mediation, a neutral third party helps the parties reach an agreement without resorting to court. The benefit of mediation is a "win-win" outcome, preserving good relations between the parties (Fatimah & Asyiah, 2025). The chosen dispute resolution mechanism should align with the nature of the dispute and the parties' needs. Cooperation agreements often include dispute resolution clauses outlining the procedures and forums to be used in the case of a disagreement (Suherman, 2019).

3. Methodology

3.1. Type of Research

This study applies both normative and empirical legal analysis methods (Suhartono, 2019). Normative legal analysis (library research) was used to examine relevant laws, legal documents, and literature on the protection of parties in cooperation agreements for health clinic establishments. Empirical legal analysis (field research) involves case studies in Batam City, including interviews with stakeholders and document surveys on legal certainty and protection in cooperation agreements. This study combines a normative approach (to analyze legal regulations) and an empirical approach (to understand the implementation and challenges faced). This analysis aims to provide a comprehensive picture of the effectiveness of legal regulations in ensuring certainty and protection for the parties involved in cooperation agreements for health clinic establishments (Ernawati & Manuaba, 2024).

3.2. Research Approach

This study adopts a normative legal approach to analyze the relevant legislation related to the research. The normative approach assesses the existing legal framework and its relevance to the research object. Qualitative analysis will then be applied to the data from case studies, interviews, and relevant literature to gain a clear understanding of the research topic (Harahap, Sukiati, & Tanjung, 2024; Wiraguna, 2024; Zaini, 2011).

3.3. Research Location and Data Sources

a. Research Location

The research was conducted in the Riau Islands Province, specifically in Batam City. This location was selected based on data relevant to the object of this study.

b. Data Sources

This research combines normative legal research (library research) and observational research (field research) with an analytical approach. The author explores verbal data from literature and field data and then analyzes it to draw conclusions deductively. The data sources used are primary and secondary data. Secondary data consist of existing information intentionally collected to complement the research, such as diagrams, graphs, or tables from vital sources such as population censuses.

3.4. Data Collection Techniques

This thesis uses library research and field research for data collection. Library research involved gathering secondary data, including legal documents, regulations, textbooks, scientific journals, articles, and other relevant literature on cooperation agreements, legal certainty, and legal protection in the healthcare sector. These data form the theoretical and normative bases for the analysis. Field research was conducted through in-depth interviews with stakeholders related to the research topic, such as legal officers at PT. Melaka Medives Cakra, notaries for cooperation agreements, officials from Batam City's Health Office, and legal practitioners experienced in healthcare agreements and facility establishment. The interviews aimed to gather factual information on implementation, challenges, and legal protection within the cooperation agreements. Primary data from these interviews will be used to test the alignment between legal theory and its real-world implementation.

3.5. Data Analysis

Data analysis was qualitative, involving descriptive research followed by a comparative analysis of the data, legal theories, expert opinions, and regulations. The analysis began with data collection, processing, and presentation. Conclusions are drawn using a deductive method, starting from general data and observations and then narrowing down to specific conclusions (Boulanger, 2020; Fife & Gossner, 2024).

4. Result and discussion

4.1. *Legal Framework for Cooperation Agreements in Healthcare Facility Establishment, Especially Regarding Rights, Obligations, and Dispute Resolution Mechanisms*

A cooperation agreement is a contractual relationship that arises from the mutual consent of the parties to achieve specific objectives. In the context of healthcare facility establishment, such agreements regulate the roles, contributions, rights, and obligations of each party involved, including funding, operation, and legal responsibilities. Thus, ensuring the legal binding power of the agreement is critical to providing certainty and protection for all parties. Normatively, the legal basis for agreements is regulated by the Civil Code. Article 1313 states, “An agreement is an act in which one or more parties bind themselves to one or more others,” emphasizing that an agreement is a legal action that creates reciprocal legal relationships. In the context of healthcare clinic establishment, this means that the parties intentionally and legally bind themselves to fulfill their agreed-upon responsibilities.

The fourth requirement, the existence of a lawful cause, ensures that the objective of the cooperation agreement aligns with the law, public morals and order. For instance, an agreement to establish a clinic without proper permits or to use unlicensed medical staff cannot be considered valid. This clause also acts as a filter to ensure the legality of the substance of the agreement. Additionally, Article 1338 of the Civil Code affirms, “All agreements made legally are binding as laws for those who make them.” Once an agreement is made with the required conditions, it becomes legally binding, like a law for the involved parties, thus serving as the foundation for the healthcare clinic establishment project and offering legal protection if any party defaults. Cooperation agreements are bilateral and create reciprocal rights and obligations. Each party has an equal legal position in contributing to and benefiting from the agreements. For example, one party may provide land and physical infrastructure, whereas the other supplies medical staff and operational management systems. This contractual relationship must be clearly outlined in the agreement to avoid any conflicts.

As a legal instrument, the cooperation agreement also serves a preventive function by minimizing disputes through well-structured arrangements, as well as a repressive function if breaches occur. With proper regulations, parties have clear guidelines for fulfilling their obligations and resolving conflicts based on agreements. Hence, legal certainty in drafting and implementing agreements is crucial. In practice, cooperation agreements for healthcare facility establishments are complex and involve various legal aspects, including civil law, healthcare law, corporate law, and permits. Therefore, parties must not only rely on general Civil Code provisions but also tailor the agreement to sector-specific regulations, such as the Health Law (Law No. 36 of 2009) and its implementing regulations. Article 14(1) of the Health Law asserts that the government is responsible for ensuring the availability of comprehensive, equitable, and accessible health care facilities. However, Article 15 allows private sector participation in providing healthcare services, thus establishing a legal basis for legal entities, including limited liability companies (PT), to establish and manage healthcare facilities, provided they comply with the regulations.

Articles 36 and 37 of the Health Law emphasize that healthcare facilities must meet the standards set by the Minister of Health, including those for buildings, equipment, healthcare staff, and quality management systems. These requirements should be included in the cooperation agreement to ensure that all parties understand their legal obligations. Noncompliance with these standards can result in the revocation of operational permits or administrative and criminal penalties. Additionally, the Health Law mandates that healthcare facility establishment must be authorized by the relevant authorities, such as the local Health Office or the Online Single Submission (OSS) system. This ensures that the establishment process is not only legally valid but also administratively compliant with technical and health regulations. Thus, cooperation agreements for healthcare clinics must ensure compliance with these permits as part of legal adherence to the law. The Limited Liability Company (LLC) Law also regulates corporate bodies, such as the General Meeting of Shareholders (GMS), Directors, and Board of Commissioners, who play a role in strategic decision-making, including the opening or expansion of healthcare facilities. This mechanism provides an accountable and transparent structure for managing legally based health clinics, making it easier to monitor the company’s legal obligations. Therefore, this regulation must be integrated into the cooperation agreement from the beginning.

Thus, the combination of Law No. 36 of 2009 on Health and Law No. 40 of 2007 on Limited Liability Companies forms an inseparable legal foundation for cooperation agreements in the establishment of healthcare facilities. The Health Law provides substantive guidelines on facility requirements and standards, while the LLC Law offers an institutional and procedural framework for parties to cooperate legally and professionally. Disregarding either aspect can lead to legal flaws in the agreement and clinic operation. In cooperation agreements for healthcare facility establishment, determining the parties' rights and obligations is a crucial element that must be clearly and fairly formulated. A fundamental principle in structuring these rights and obligations is proportionality, which emphasizes that the division of rights and responsibilities should match each party's contribution to cooperation. By applying this principle, fairness is achieved, and the potential for conflict due to unequal responsibilities is minimized. Regarding operational duties, one party is typically designated or given greater authority to manage the clinic's daily operations, including human resources, medical services, medical equipment procurement, and health information systems. The other party maintains the duty of overseeing or making strategic decisions through joint or shareholder meetings. It is important to detail operational responsibilities in the agreement to avoid any overlap.

Finally, financial obligations include initial funding (capital), operational expenses and risk sharing. In many cases, the parties agree to contribute and share costs proportionally. However, the agreement must also include mechanisms for situations such as funding shortages or losses, including the obligation to provide additional capital or liability-transfer mechanisms. All aspects must be clearly outlined and agreed upon to ensure balanced and fair contractual obligations for the study. In any cooperation agreement, including the establishment of healthcare facilities such as clinics, it is crucial to include a dispute resolution clause explicitly. This clause outlines how the parties will resolve conflicts if disputes arise during the implementation of the Agreement. Without this clause, if a dispute occurs, the parties risk legal uncertainty and prolonged resolution. Therefore, the dispute resolution clause is a critical part of preventive legal protection principles.

There are three common forms of dispute resolution mechanisms that can be included in an agreement: litigation, arbitration, and mediation. Litigation involves resolving disputes through the national judiciary system, chosen when parties seek a formal, open resolution with a final and binding decision based on civil procedure law. However, litigation is often seen as time-consuming, expensive, and potentially damaging to business relationships because of its confrontational nature. Arbitration, on the other hand, resolves disputes outside the court through an agreed forum, such as the Indonesian National Arbitration Board (BANI). Arbitration is widely used in business cooperation because it is quick and confidential, and its decisions are final and non-appealable. In the context of clinic establishment agreements, arbitration is a good option if the parties seek confidentiality and flexibility in the dispute resolution process. (See Article 1, Section 1 of Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution).

Mediation is another non-litigation mechanism that focuses on dialogue and compromise, facilitated by a neutral third-party mediator. In cooperation agreements for long-term healthcare facilities, mediation can provide a win-win solution and preserve relationships between parties. Mediation decisions are not binding unless documented in a written agreement signed by both parties; however, their flexibility and quick process are beneficial. The dispute resolution clause in the agreement should sequentially outline the steps for resolution, starting with direct negotiation, mediation, and arbitration or litigation as a last resort. This model reflects a multi-tier dispute resolution approach that is highly effective in reducing conflict and maintaining cooperation. By agreeing on this sequence from the outset, the parties have a clear procedural guide for gradually resolving issues. From a legal protection perspective, dispute resolution mechanisms ensure that any breach or dispute can be resolved fairly and in accordance with the law. Including this clause provides security, as the parties no longer need to debate the forum or procedure when conflicts arise. This is preventive legal protection, as the parties anticipate potential issues and agree in advance on solutions.

Additionally, dispute resolution mechanisms provide repressive legal protection, which occurs after a violation. For example, through a civil lawsuit in court or an arbitration request, the injured party can

claim damages, enforce obligations, or cancel the agreement. The effectiveness of this protection depends on the clarity of the contract clause, the parties' readiness to implement it, and the professionalism of the selected dispute-resolution forum. Thus, the inclusion and formulation of a dispute resolution clause in healthcare facility establishment cooperation agreements is crucial. It not only offers legal protection but also ensures stability and certainty in business relationships. Properly placing this mechanism in the agreement reduces the risk of prolonged conflicts, speeds up problem-solving, and maintains clinic operations and trust among the parties.

According to Sudikno Mertokusumo's theory of legal certainty, the law must provide clarity, predictability, and protection of legal subjects' rights. In practice, written laws, such as cooperation agreement clauses, along with transparent permit regulations, create certainty for parties to carry out cooperation as per the rules. However, legal certainty also depends on the quality of implementation, both from government officials (in the permitting process) and the parties themselves (in adhering to the contract). Evaluatively, it can be concluded that the written law in Indonesia provides a sufficient framework to ensure legal certainty for parties in healthcare clinic establishment agreements. However, challenges arise in harmonizing regulations across sectors and ensuring their consistent enforcement. Therefore, the effectiveness of written law in providing certainty is determined by how well these norms are adhered to and enforced, and how well the parties understand and draft cooperation agreements aligned with the applicable regulations. This highlights the importance of combining normative and practical legal certainty.

4.2. Implementation of the Cooperation Agreement for the Establishment of a Health Clinic at PT. Melaka Medives Cakra in Batam City in Providing Legal Certainty and Protection for the Parties Involved

Based on interviews with the management of PT. Melaka Medives Cakra and the cooperation agreement documents obtained, it was found that the cooperation agreement for the establishment of the health clinic in Batam City has been notarized and legally binding for the parties involved. The agreement outlines the division of responsibilities in detail, including capital contributions, licensing management, and clinical operations. The first party (PT. Melaka Medives Cakra) acts as the landowner and is responsible for the construction of physical infrastructure, while the second party, as the strategic partner, is responsible for procuring medical equipment and recruiting medical personnel. In practice, the parties fulfill their initial obligations as stipulated in the contract. The clinic was constructed on schedule, and the main medical equipment was installed. Observations and documentation show that the first party has met its obligations according to Clause 4, paragraph (2) of the agreement regarding the provision of building facilities and service rooms, as follows: On the other hand, the second party fulfilled Clause 5, paragraph (1), which requires the provision of at least five medical personnel and guarantees the initial operational period for three months after the clinic's opening.

However, according to an interview with an operational staff member, it was discovered that not all of the second party's financial obligations (regarding the procurement of advanced laboratory equipment) were completed on time. This was due to internal restructuring within the partner companies. Nonetheless, the delay did not disrupt clinic operations, as an agreement was made to extend the timeline and reschedule the procurement, as documented in an addendum to the agreement signed three months after the initial contract. Regarding legal protection, field data indicate that cooperation agreements contain dispute resolution clauses, force majeure provisions, and agreed-upon administrative sanctions. These clauses represent preventive legal protection by providing clear steps in the event of a breach. For example, the addendum stipulates that if the procurement delay exceeds 90 days, the second party must compensate by reducing their share of profits during the first three months of operations.

In addition to contractual protection, PT. Melaka Medives Cakra also implements an internal monitoring system and monthly reports prepared by a joint management team from both parties. This mechanism is a crucial form of administrative protection that ensures transparency and accountability. According to the finance department, this reporting system minimizes potential misunderstandings and serves as a clarification tool before larger conflicts arise. Field research was conducted through

interviews with the legal and management departments of PT. Melaka Medives Cakra, it is clear that the implementation of the cooperation agreement for the clinic establishment has adhered to applicable laws and regulations. The clinic's establishment has followed the provisions of Law No. 36 of 2009 on Health, particularly regarding operational licensing and healthcare service standards. All required permits, including the Clinic Operating License (SIK), Business Identification Number (Mohammed et al.), and environmental approvals, were obtained via the Online Single Submission (OSS) system in accordance with Government Regulation No. 5 of 2021.

Compliance with these regulations indicates that the PT. Melaka Medives Cakra and its partner have not only followed written legal rules but have also applied due diligence in the cooperation's implementation. Documents obtained by the researcher show that each party appointed legal representatives to verify the validity of the regulations before cooperation commenced. This demonstrates caution as part of preventive legal protection to ensure legal certainty for all the parties. From a technical implementation standpoint, observations and statements from the clinic's operational coordinator show that all healthcare procedures have been aligned with Minister of Health Regulation No. 9 of 2014 for clinics. These procedures include patient management, medical personnel competency, and management of medical supplies and equipment. Thus, compliance with these regulations not only protects the continuity of the clinic's operating license but also safeguards the legal validity of the cooperation.

An important finding from the field data is the clarity of the cooperation agreement clauses, which were meticulously drafted by a notary and encompassed 17 main articles and 2 addendums. These clauses explicitly regulate the capital structure, division of tasks, rights and obligations, and dispute resolution mechanisms of the partnership. In an interview with the notary who drafted the agreement, it was learned that the document was created in accordance with Articles 1313 and 1338 of the Civil Code and considered Law No. 40 of 2007 on Limited Liability Companies. The clarity of these clauses directly impacts the stability of the legal relationship between parties. For example, when there was a delay in providing medical equipment by the partner, there was no prolonged conflict because the agreement already outlined the consequences of delays and procedures for resolution. The aggrieved party did not immediately resort to legal action but followed the internal resolution mechanisms as outlined in the policy. This reflects the preventive function of legal certainty embedded in agreements.

From the discussion above, it can be concluded that the implementation of the cooperation agreement for establishing a health clinic at PT. Melaka Medives Cakra in Batam City has adhered to legal certainty principles, both in terms of regulatory compliance and clarity of agreement clauses. Both aspects complement each other and provide stability in the legal relationship, protection of the parties' rights, and guarantee the continued operation of the healthcare facility. This legal certainty is the foundation for creating professional, transparent, and sustainable cooperation in the healthcare sector. From the perspective of Lawrence M. Friedman's legal system theory, the legal system consists of three main elements: the legal structure, legal substance, and legal culture. Based on field research, the legal structure in the cooperation agreement for the establishment of a health clinic by PT. Melaka Medives Cakra has been quite optimal. This structure includes the involvement of a notary in drafting the agreement, oversight by the Batam City Health Office, and the presence of a legally registered PT in the agreement. These institutional functions operate as intended, ensuring legal document validity and compliance with health regulations. The alignment between legal structure, substance, and culture directly impacts the success of the cooperation agreement implementation. A stable working relationship, constructive dispute resolution, and adherence to legal norms are indicators of a successful legal system. In this context, Friedman's theory provides insight into the idea that the success of legal cooperation depends not only on the strength of the agreement itself, but also on the integration of the involved legal institutions, the applicable rules, and the parties' legal awareness. Therefore, healthcare clinic establishment cooperation can be considered legally and practically successful, supported by a holistic functioning legal system.

4.3. *Obstacles and Efforts in Implementing the Cooperation Agreement for Establishing a Health Clinic at PT. Melaka Medives Cakra in Batam City in Providing Legal Certainty and Protection for the Parties Involved*

Obstacles in Implementing the Cooperation Agreement for Establishing a Health Clinic at PT. Melaka Medives Cakra in Batam City Based on field research through interviews with management and legal departments of PT. Melaka Medives Cakra, one of the main obstacles in implementing the cooperation agreement for the health clinic establishment is the lack of clarity in several contract clauses. Although the agreement was formalized in a notarial deed, some clauses, particularly those related to the distribution of additional post-operational costs, were written too generally, without technical details. This vagueness created ambiguity when unexpected costs arose. A concrete example of this vagueness is found in Clause 6 of the agreement, which requires the second party to “proportionally bear the initial operational costs.” In practice, the first party interprets this proportionality based on shareholding percentages, whereas the second party interprets it based on the volume of technical responsibilities. This difference in interpretation led to a two-month delay in paying for initial logistics procurement after the clinic’s opening.

Furthermore, differences in the interpretation of contract clauses became another legal barrier affecting cooperation. According to interviews with the company’s legal advisor, the legal language in the contract was often too technical and lacked clear operational definitions. This makes it difficult for non-legal parties to understand the substance of the agreement and leaves room for multiple interpretations, especially in decision-making regarding profit distribution and managerial responsibility when one party is unavailable. Another administrative issue is the synchronization of data between government agencies. According to interviews with the Batam City Health Office, discrepancies often occurred between the data submitted to the Health Office and the data in the central OSS system, particularly regarding the building standards and environmental permits. These discrepancies caused repeated validation processes, thereby extending the overall permit processing time.

These administrative barriers not only delayed the legalization process but also affected the trust between the parties. External partners felt disadvantaged because of their lack of understanding of local bureaucracy dynamics. This highlights that the success of clinic establishment cooperation is not solely dependent on the content of the agreement but also on the ability of the parties to navigate frequently changing permitting and regulatory systems. Considering these obstacles, it can be concluded that despite the legal formalization of cooperation through a notarial deed and good faith, legal obstacles such as unclear clauses, multiple interpretations of the agreement, and practical challenges such as licensing and technical administrative issues still need to be anticipated through a monitoring system, ongoing legal assistance, and improved legal communication among the parties. These efforts are crucial for ensuring legal certainty and effective cooperation in the highly regulated healthcare sector.

5. Conclusion

5.1. Conclusion

Based on the discussion in the previous section, the following conclusions can be drawn:

1. The legal framework for cooperation agreements in the establishment of healthcare facilities is normatively based on the Civil Code (KUHPerdota), particularly Articles 1313, 1320, and 1338, which regulate the definition, valid conditions, and binding power of agreements, supported by sectoral regulations such as Law No. 36 of 2009 on Health and Law No. 40 of 2007 on Limited Liability Companies. This regulation provides the legal foundation for the division of rights and obligations of the parties and the dispute resolution mechanisms through both litigation and non-litigation, forming a legal framework that ensures legal certainty and protection in cooperation agreements for establishing healthcare facilities.
2. The implementation of the cooperation agreement for establishing a health clinic at PT. Melaka Medives Cakra has been effective, with a legitimate legal foundation, balanced implementation of obligations, and well-organized internal monitoring and resolution mechanisms. The application of detailed contract clauses and adaptive steps to overcome administrative obstacles shows that this cooperation provides real legal certainty and protection for the parties, supported by legal

awareness, a clear contract structure, and applicable health regulations at both the national and local levels.

3. The obstacles encountered in the implementation of the cooperation agreement include the vagueness of contract clauses, differences in the interpretation of the agreement, and administrative licensing issues due to changes in the OSS system. However, these obstacles were successfully addressed through strategic efforts, such as revising and renegotiating the agreement, active legal assistance, and improvements in adaptive dispute resolution clauses. These efforts not only strengthened legal certainty but also ensured the continuity and stability of the legal relationship between the parties in healthcare clinic establishment cooperation.

5.2. Recommendations

Based on these conclusions, the author offers the following recommendations.

1. It is recommended that when drafting cooperation agreements, the relevant agencies involve legal experts actively from the early planning stage to implementation to ensure that every clause is clearly, proportionally, and unambiguously drafted, including aspects of rights, obligations, and dispute resolution, to provide optimal legal certainty and protection for all parties involved.
2. The government should simplify and synchronize the licensing system through OSS and strengthen human resources in technical departments to ensure that the legalization process for healthcare facility establishment runs efficiently and does not create administrative barriers that disadvantage investors or healthcare providers while maintaining accountability and applicable healthcare service standards.
3. The public is encouraged to be more proactive in understanding the importance of the legal status and operational compliance of the healthcare facilities they use by choosing services with a clear licensing status and supporting clinics built on healthy, legally based cooperation so that the quality of services received can be guaranteed in the long term.

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