

The Notary Role in Making Working Contract of Pharmacy with Capital Owner

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Abstract. *A notary is a public official in charge of representing the state and is a profession, so that a notary gains the trust of both the government and the public. The value of this trust which is owned by a notary as a public official is not only obtained because of the law in making authentic deeds. This study wants to answer the problem of how the role of a notary in making a pharmacist work contract with the owner of capital for a dispensary in Grobogan district, how the constraints and solutions for the role of a notary in making a pharmacist work contract for a pharmacist in Grobogan district. The approach method used is sociological juridical, analytical descriptive research specifications. The data used are primary and secondary data, the data is accessed qualitatively and research problems are analyzed using the theory of legal protection and the theory of legal certainty. Based on the results of the study, it can be concluded (1) the role of a notary in making a work contract is that a notary has the authority to make an authentic deed regarding all agreements, and provisions required by legislation and/or desired by the interested parties to be stated in an authentic deed.*

Keywords: Agreement; Contract; Employment; Pharmacy; Role.

1. Introduction

In the current era of development, the health sector, especially pharmacies, has an important role. Because people really need a pharmacy that can provide drugs and medical equipment with guaranteed quality and safety. Health is the right of every individual and is one of the elements of welfare that must be realized in accordance with the ideals of the Indonesian nation as referred to in Pancasila and the 1945 Constitution of the Republic of Indonesia. The state has an important role in carrying out health efforts that are organized, comprehensive and equitable for the formation of human resources, increasing resilience, national competitiveness and national development.

The ideals of the Indonesian people, which are very classic and we hear often, stated in the preamble to the 1945 Constitution of the Republic of Indonesia, are to protect the entire Indonesian nation and the entire homeland of Indonesia, and to promote the general welfare. In order to implement these ideals, it is necessary to develop health which is a part of the realization of national development. In carrying out these efforts, the role of the government and the community is required to be balanced. It's just that the government's role here is centered on efforts to foster, regulate and supervise so that the realization of equitable distribution of health services and the realization of harmonious and balanced conditions between health efforts carried out by the government and the community. The active role of the community in health development needs to be directed.¹

Health services basically aim to carry out prevention and treatment of disease, including medical services carried out on the basis of individual relationships between doctors and patients who need healing.²

One of the government's efforts to improve public health is to establish pharmacies. According to the Government Regulation of the Republic of Indonesia no. 9 of 2017 concerning Pharmacies Article 1, what is meant by pharmacies is pharmaceutical service facilities where pharmaceutical practice is carried out by pharmacists, considering that pharmacies in the community have an important role to meet community needs regarding the importance of drugs and medical devices, the government always supervises the opening of pharmacies because it is one of the businesses that distribute drugs to the public. It is evident that in 2017 the government has issued a new regulation on Pharmacies known as Government Regulation No. 9 of 2017 PMK was made to improve accessibility, affordability,

¹Sofwan Dahlan, (2004), *Hukum kesehatan*, Undip Press, Semarang, p.76

²K. Bertens, (2011), *Etika Biomedis*, Yogyakarta: Kanisius, p. 133.

Government Regulation No. 9 of 2017, fundamentally changing both the form and the duties and functions of this company pharmacy due to Government Regulation no. 25 of 1980, is seen by the government as tending to be misused by Pharmacy entrepreneurs as a trading business. So that there are many deviations from their main duties and functions as drug sellers to the public, with the current situation, the pharmacy's relationship with the buying community tends to be a relationship between the seller and the buyer, not the professional service provided by "Health Prover", to "Consumer Health", while there is a trade motivation.

Thus we can see in the general explanation of Government Regulation no. 9 of 2017 concerning Pharmacies, which are as follows:

The position of the pharmacy management procedure as a trade as seen so far, is not in accordance with the pharmacy's function as a public health service facility.

In its current form, pharmacies prioritizes its efforts to pursuing profit rather than providing and distributing drugs needed by low-income groups, so that the social functions that must be fulfilled by private pharmaceutical businesses cannot be carried out properly.

Therefore, government regulation no. 25 of 1980 concerning Pharmacies which provide opportunities for Pharmacies as trading businesses needs to be changed. And the pharmacy is returned to its original function as a place where pharmaceutical work is carried out by pharmacists in the context of professional service to the community.

Whereas what is meant by Capital Owner is a person who has principal money that is used as a holding company for trading, releasing money and so on, or property that can be used to produce something that can increase wealth.³

According to Article 25 paragraph (2) of the Regulation of the Minister of Health Number 26 of 1981 it reads: "Apothecary equipment and or pharmacy facilities referred to in Article 22 may belong to the pharmacist himself and or to another party".

Pharmacies can be done through an Employment Contract. Where an ownership of Pharmacy Equipment and/or Pharmacy facilities as referred to in Article 22 may belong to the Pharmacist himself and/or belong to another party, in accordance with the Deed of Pharmacist work contact agreement for a

³W.J.S. Poerwodarminto., (1999) *Kamus Umum Bahasa Indonesia*, Penerbit, Balai Pustaka, Jakarta, p.229

Pharmacy as a form of Pharmacist deed made by a Notary.

As stated in Article 1 number (1) of Act No. 2 of 2014 concerning amendments to Act No. 30 of 2004 concerning the Position of a Notary, it is stated that a Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in the Act. this law or other laws.⁴

As a notary, who is a public official, of course the notary must be neutral between the two parties or in other words not take sides with either party in making a cooperation contract deed. The notary should really pay attention to the documents and the facts that occur in the field related to the deed he made so as not to cause harm to the parties who made the deed under the hand, then the party can demand reimbursement of costs, compensation and interest to a notary. Notaries can also be subject to other sanctions in the form of verbal warnings, written warnings, temporary dismissals, respectful dismissals or dishonorable dismissals.

To see the extent of the role of the Notary in the implementation of the Pharmacist's Employment Contract with the Owner of Capital for the Pharmacy, of course we do not only hear from other people or read only from books, for that here the author must examine directly to a certain pharmacy and here the researcher chooses the Pharmacy in Grobogan Regency as a place to research regarding the implementation of the Pharmacist Contract of Work agreement with the owner of the Capital over the Pharmacy.

2. Research Methods

This research approach method is one of the patterns of scientific thinking in a study. The research approach used is the Socio Legal approach,⁵ because this approach examines the role of the notary in the implementation of the pharmacist's employment contract with the owner of the dispensary's capital.

The type of research used by the author in this thesis is descriptive research. Descriptive research is a research that is intended to provide data as accurately as possible about a person, condition or other symptoms, meaning that it reinforces hypotheses so that they can assist in strengthening old theories in formulating new theories.⁶ The reason for using this descriptive research is to provide an overview, painting and describe everything that is real and related to the sale and purchase agreement and the transfer of land

⁴Ngadino, (2019), *Tugas dan Tanggung Jawab JABATAN NOTARIS di INDONESIA*, penerbit universitas PGRI SEMARANG PRESS, p.3

⁵J.Supranto, (2003), *Metode Penelitian Hukum dan Statistik*, Jakarta: Rineka Cipta

⁶Soerjono Soekanto, (2010), *Pengantar Penelitian Hukum*, Jakarta: UI-Press, p.10.

rights to property rights.

The data collection method in finding and collecting the required data is focused on the main points of the existing problems, so that in this study there are no deviations and ambiguity in the discussion. The types of data used in this study are as follows: Primary data is data obtained directly in the field, in this case the author conducts interviews with Notaries, and parties related to the implementation of the Pharmacist Employment Contract Agreement. This research was conducted by directly studying the data.

The research method used in this legal research is qualitative data analysis. Research that is descriptive qualitative in nature is a research that describes, examines, explains, and analyzes legal regulations. By using this descriptive nature, the legal regulations in this study can be accurately described and analyzed according to the objectives of this study. a description of the observed symptoms in order to obtain a comprehensive and complete understanding of the effectiveness of the regulations implemented by the research subjects.

3. Results and Discussion

3.1.The Role of Notaries in Making Pharmacist Work Contracts and Owners of Capital for Pharmacies in Grobogan Regency

Notaries play an important role in making pharmacist work contracts with capital owners in Grobogoan district, who are public officials, of course the notary must be in a neutral state between the two parties or in other words not take sides with either party in making a cooperation contract deed. The notary must really pay attention to the documents and the facts that occur in the field related to the deed he made so as not to cause harm to the parties who made the deed under the hand, then the party can demand reimbursement of costs, compensation and interest to a notary. Notaries may also be subject to other sanctions in the form of verbal warnings, written warnings.

Based on the description above, regarding the authority of the notary in making the authentic deed related to the cooperation contract, it is necessary to study the authority of the notary in making the authentic deed. Based on article 1 paragraph (1) of Act No. 30 of 2004 concerning the position of a notary, a notary is a public official who is authorized to make authentic deeds and other authorities as referred to in this law. Before a notary makes a deed, of course the parties must appear before a notary to explain the intent in making the deed what the parties want to make.

Based on the results of the author's research, at the beginning of the parties facing the notary, the notary has 2 functions, namely first, to absorb the wishes

of the parties appropriately. The parties who enter into cooperation (Pharmacists and Capital Owners) appear before a Notary without any coercion from any party. Both voluntarily and confidently, in that way each obtain legal certainty.

In the cooperation agreement between the Pharmacy Management Pharmacy (APA) and the Pharmacy facility owner (PSA), it is stated that the Pharmacy Management Pharmacist performs professional service duties by managing a pharmacy that uses the facilities of the pharmacy owner. Both parties agreed to comply with the provisions and requirements regarding the establishment of a pharmacy as contained in Government Regulation number 25 of 1980 concerning Amendments to Government Regulation number 26 of 1965 concerning Pharmacies, Regulation of the Minister of Health of the Republic of Indonesia number 922/Men.

"The application for a pharmacy license whose pharmacy facilities belong to another party as referred to in Article 25 paragraph 2 of the Regulation of the Minister of Health Number 26 of 1981 must also attach a deed of cooperation agreement between the pharmacist managing the pharmacy and the owner of the pharmacy facility which is valid for at least five years."

For this reason, it can be said that the cooperation agreement made by a notary and the provisions of the applicable legislation is very appropriate, so that the existence of certain pharmacies already has the proper requirements.

So that this collaboration is a civil law relationship between the owner of the capital and the Pharmacist who manages the Pharmacy in the establishment of the Pharmacy in Grobogan Regency which has the same legal power / certainty, so that both are protected by law so that they do not harm each other.

Based on the statement of a notary respondent, in the cooperation agreement the two enter into each other capital, namely the capital of the pharmacy facilities consisting of pharmacy buildings, pharmacy equipment, medical supplies in the pharmacy sector, and capital in the form of personnel and services entered by a pharmacist, so that the management of the pharmacy becomes the responsibility of the pharmacist.

Financial management must be regulated in such a way, so as to ensure good cooperation with capital owners, thus the Pharmacy Management in Grobogan Regency really shows that pharmacists work responsibly and guarantee the interests of capital owners, so this proves that there is a civil law relationship between pharmacists and Capital Owners in Grobogan Regency which may result in legal consequences.

The contents of the cooperation agreement between the pharmacist and the owner of capital, in relation to the cooperation agreement between the owner of the capital and the pharmacist managing the pharmacy, there must be a definite legal arrangement, so that both of them know their obligations and rights that must be carried out and what will be accepted, as a result there is an agreement.

With the arrangement between the Pharmacist and the Capital Owner, the cooperation between the two will be harmonious, balanced, and profitable. With an agreement between the owner of the capital and the pharmacist, it is intended to maintain legal certainty for each, so that there is binding force, both in the event that there are no problems or problems occur.

As is known, for the establishment of a pharmacy, a deed of cooperation agreement between the Pharmacist Managing Pharmacist (APA) and the Pharmacy Facility Owner (PSA) must be attached. This can be found in the Decree of the Minister of Health Number 279 of 1979 Article 4 paragraph (3). What has been done by Pharmacists and Capital Owners in the City of Semarang has all complied with the applicable laws and regulations.

In general, the cooperation agreement between the Pharmacy Facility Owner and the Pharmacist Managing Pharmacist, as the results of the author's research are all based on a cooperation agreement deed made by a notary appointed by the agreement of both parties.

It can be analyzed that the contents of the cooperation agreement between the owner of the capital and the pharmacist are in accordance with the laws and regulations.

If the agreement is made in front of a Notary there is no other reason, that the deed of agreement has an attractive legal force between the two, All agreements made by the Pharmacist, besides being made before a Notary, are also equipped with complementary cooperation agreements, the contents of which regulate the implementation in detail. , including profit sharing and so on, it can be analyzed that the contents of the cooperation agreement between the owner of the capital and the pharmacist are in accordance with the applicable regulations, so there is no element of coercion. When viewed from the point of view of the composition of capital, the agreement between the Owner of the Pharmacy Facility and the Pharmacist Managing Pharmacist is a cooperation agreement, this is because each party contributes capital equally. The owner of the Means of Pharmacy enters the capital of money,

However, if the Pharmacy Management Pharmacist does not plant capital, only includes personnel, expertise, services and permits from related parties, then the agreement between the Pharmacy Facility Owner and the Pharmacist Managing

Pharmacist includes a labor agreement or work agreement. This is because the Pharmacist who manages the Pharmacy receives a monthly salary or basic salary, the amount of which is determined jointly with the Pharmacy Facility Owner.

So if there is a dispute between the Pharmacy Facility Owner and the Pharmacist Managing Pharmacist, it will be resolved using the labor law through the local Manpower Office. Thus, the cooperation agreement between the owner of the capital and the pharmacist in Grobogan Regency has complied with the provisions of the applicable regulations, and if examined from a legal perspective, it is not contradictory, because the form of the cooperation agreement is in writing.

The second function of a notary in making a pharmacist's work contract with the owner of capital in Grobogoan district is to first state the wishes of the parties in writing, or known as a draft deed. So this draft deed will be made in the presence of a notary that contains the will of both parties and is made based on the applicable legal provisions. Then the notary explains the purpose of the draft to the parties. If the draft is in accordance with the wishes of the parties, the notary then makes the minutes of the deed. After the minutes of the deed are made, on the appointed day, both parties come before the notary and the notary then reads and explains the contents the deed to the parties. After the deed is read, then the two parties, the witness and the notary.

A notary is a person who has the authority from the government to witness and ratify various correspondence relating to the law (eg letters of agreement, wills, deeds, etc.).⁷

Article 1868 of the Civil Code requires that a deed has the strength of authentic evidence, it must be made by an authorized public official. So not everyone can or may make an authentic deed, but only public officials who are authorized by law to make authentic deeds. In connection with the notary's authority, there are 4 matters of authority, namely:

- Authority as long as it concerns the deed he made.
- Authorized as long as it concerns the person for whom the deed was made.
- Authorized as long as it concerns the place where the deed was made, otherwise the deed made is invalid.

⁷Sukarmi, (2018), *Kewenangan Notaris Dalam Pembuatan Akta Otentik Berkaitan Dengan Kontrak Kerjasama Maslihan*, Jurnal akta Vol 5 No.1 March

- Authority as long as regarding the time of making the deed.
- The authority of a Notary in Article 1 paragraph (1) of Act No. 30 of 2004 is clarified in the provisions of Article 15 paragraph (1) of Act No. 30 of 2004 which reads: Notaries are authorized to make authentic deeds regarding all acts of agreement, and provisions required by laws and regulations. and/or what is desired by the interested party to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, providing grosse, copies and excerpts of the deed, all of this as long as the making of the deeds is not assigned or excluded to other officials or other people determined by law. In addition, there are other notary authorities regulated in Article 15 paragraph (2) of Act No. 30 of 2004, namely:

Notaries are also authorized to:

- Validate the signature and determine the certainty of the date of the letter under the hand by registering in a special book
- Recording letters under the hand with register in a special book
- Make copies of the original letters under the hand in the form of copies containing descriptions as written and described in the letter in question
- Validate the compatibility of photocopies with letters original
- Provide legal counseling in connection with the making of the deed
- Make a deed related to land
- Make a deed of auction minutes

In carrying out his profession as a notary, according to his authority and obligations, if a notary commits a violation of course there are sanctions that must be accepted. Article 16 paragraph (1) letter I, article 16 paragraph (1) article 52 which results in a deed only having the power of proof as an underhand deed or a deed being null and void by law can be a reason for the party suffering the loss to claim reimbursement of costs, compensation and interest to the Notary.

Violation of the provisions referred to may be subject to sanctions in the form of:

- Verbal reprimand

- Written warning
- Temporary stop
- Dismissal with honor, or
- Disrespectful dismissal

Facing the need for health services and pharmaceutical preparations by the community, the duties and functions of the pharmacy as a health service facility in the community need to be maximized. One of the pharmacies that serve and fulfill health services in Grobogan district is Pharmacies "x".

The business activities carried out by Pharmacies "x" include the service of medicines with various brands as well as medicines that are self-concocted. The operational activities of the "x" pharmacy are the same as other pharmacies, which are also supported by the Pharmacy Business License so that public health services are provided in accordance with the procedures required by the government through the Health Service.

According to Article 1319 of the Civil Code, agreements are divided into 2 (two) types, namely named agreements which are agreements regulated and named by legislators, while other agreements are unnamed types of agreements, namely agreements that are not regulated in the Civil Code but growing up in society.

The birth of this agreement is adjusted to the needs of the parties who make it, such as cooperation agreements, marketing agreements, management agreements and so on.

Based on the description above, it appears that the legal relationship mentioned above is a civil law relationship stated in the cooperation agreement between the Pharmacist Managing Pharmacist and the Pharmacy Facility Owner.

In other words, the cooperation agreement between APA and PSA at Pharmacies x can be categorized as an anonymous agreement.

The cooperation agreement between APA and PSA is carried out based on the principle of freedom of contract as regulated in Article 1338 paragraph (1) of the Civil Code, namely that all agreements made legally, apply as law for those who make them.

The principle of freedom of contract means that contract law gives the parties the widest possible freedom to enter into any agreement, as long as it does not violate public order and morality. The form of the APA cooperation agreement with PSA made is stated in written form by a notary. Thus, with a written agreement, the rights of both APA and PSA are protected. The parties who enter into cooperation appear before a notary without any coercion from any party. This was done based on the principle of consensualism/agreed that they were bound by Article 1320 of the Civil Code.

Both voluntarily and confidently, in that way each obtain legal certainty.

In relation to the cooperation agreement between the owner of the capital and the Pharmacist who manages the Pharmacy, there must be a definite legal arrangement, so that both of them know their obligations and rights that must be carried out and what will be accepted, as a result there is an agreement.

The cooperation agreement between the Pharmacist Managing Pharmacist (APA) and the Pharmacy Facility Owner (PSA), first states that the Pharmacy Management Pharmacist performs professional service duties by managing a pharmacy that uses the facilities of the Pharmacy Facility Owner.

As is known, the owner of the pharmacy facility is the owner of capital consisting of buildings, pharmacy equipment and medical supplies in the pharmaceutical sector.

Pharmacists as experts are appointed by the government to manage the pharmacy facilities. So here there will be a meeting of capital, pharmacy facility capital and management expertise capital, both of which bind themselves to work together to carry out the pharmacy's duties and functions.

Based on Article 1601 of the Civil Code other than agreements to temporarily perform services, which are regulated by special provisions for that and by the agreed terms, and if there is no such agreement, by custom, there are two kinds of agreements with which the party one binds himself to do work for the other party by receiving wages, labor agreements and job chartering.

From the description it can be seen that this cooperation agreement is an agreement to do work or labor. The implementation of the cooperation agreement between PSA and APA "x" is stated in the cooperation agreement between the two.

However, based on the cooperation agreement between APA and PSA x, it can be seen that the position of PSA and APA is as superior and subordinate. This is

stated in Article 4 point 3 of the cooperation agreement as a result of the agreement between the two parties.⁸

It is stated that the pharmacist who manages the pharmacy gets a professional service fee every month and from time to time a review will be carried out in accordance with the agreement of the parties.

This indicates that the substance of the agreement is actually a labor agreement.

When viewed from the point of view of the composition of capital, the agreement between the Pharmacy Facility Owner and the Pharmacist Managing Pharmacist is a cooperation agreement, this is because each party contributes capital equally.

The owner of the Pharmacy Facility includes capital money, buildings and pharmacy facilities and infrastructure, while the Pharmacist Management Pharmacist includes personnel, expertise and services as well as permits from related parties.

Pharmacist Managing Pharmacies does not invest, only includes personnel, expertise, services and permits from related parties, so the agreement between the Owner of the Pharmacy Facility and the Pharmacist Managing Pharmacist includes a labor agreement or work agreement.

This is because the Pharmacist who manages the Pharmacy receives a monthly salary or basic salary, the amount of which is determined jointly with the Pharmacy Facility Owner. It looks like what happened at Pharmacies x.

Regarding the implementation of daily tasks, if the pharmacist managing the pharmacy is unable to do certain things, the Pharmacist Managing the Pharmacy can appoint a substitute pharmacist. This has also been regulated in Article 6 of the cooperation agreement which has been agreed by both parties.

The APA cooperation agreement with PSA x is carried out within a period of 5 years from the signing date of the cooperation agreement and ends in accordance with the agreed period or the revocation of the Pharmacist License on behalf of APA by the authorities, because it is considered to have violated the laws and regulations in the field of pharmacist or is unable to carry out his duties for more than 2 consecutive years, or the relevant APA has returned the

⁸Pharmacist Management Pharmacy Cooperation Agreement with Pharmacy Facility Owner Number 15 Article 4 point 3

Pharmacy Permit to the Grobogan District Health Office. These provisions are as stated in Article 8 of the cooperation agreement signed by the two⁹

During the implementation of the cooperation agreement, PSA x as the owner of the pharmacy will evaluate the performance of all pharmacy employees, especially pharmacists.

The results of the evaluation of the cooperation agreement are seen based on the pharmacy's financial statements. If the pharmacy still makes a profit, the cooperation agreement can be extended for the next period and if the pharmacy suffers a loss, the cooperation agreement can be terminated.

According to the author, studied by the theory of legal protection, the implementation of the role of a notary in making a pharmacist's work contract with the owner of capital for pharmacies in Grobogan district has been running properly by fulfilling the following requirements: *basic rights of workers, equal opportunity and treatment without discrimination. In the work agreement, all rights and obligations are placed on a reciprocal basis between the owner of the capital and the pharmacist, so that both parties in carrying out the work relationship are bound by what they agreed to in the work agreement and the applicable laws and regulations.*

*Besides that, the government also has a role to handle labor problems through various laws and regulations. This is intended to provide legal certainty to the rights and obligations of capital owners and pharmacists as well as to create social justice in the field of employment so that harmonious relations can be achieved, based on Act No. 13 of 2003 concerning employment.*¹⁰

3.2. Obstacles and Solutions Made by Notaries in Making Pharmacy Work Contracts in Grobogan Regency

In making the Deed of Pharmacy Cooperation Agreement with the Pharmacist Managing Pharmacist, based on the cooperation agreement deed made by a Notary appointed by the agreement of both parties. Changes in the cooperation agreement can be agreed separately by the pharmacist with the owner of the pharmacy facility, for example in the provision of honorarium can be changed according to the mutual agreement between the pharmacist and the owner of

⁹Pharmacist Management Pharmacy Cooperation Agreement with Pharmacy Facility Owner Number 15 Article 8

¹⁰ Muhammad Wildan Vol. 12. No. 4 December 2017 *Perlindungan Hukum Tenaga Kerja Kontrak Dalam Perjanjian Kerja Waktu Tertentu Berdasarkan Undang-Undang No. 13 Tahun 2003 Tentang Ketenagakerjaan*

the pharmacy facility and all risks and consequences of implementing the cooperation agreement are the responsibility of the parties.¹¹

Other matters that are still related to the business activities carried out in the management of the pharmacy are stated in the cooperation agreement¹² between APA and PSA x will be discussed in amicable deliberation and if there is a difference of opinion or a dispute arises between the two parties agree to use Arbitration services to help resolve problem dispute.

The author is of the opinion that the cooperation agreement between the Pharmacist Managing Pharmacist (APA) and the Pharmacy Facility Owner (PSA) x made with a notarial deed can be used as legal evidence and is considered sufficient to have binding legal force for both. It's just that regarding the technical rules for the implementation of daily pharmacy management, no agreement has been made that is complementary in the technical management of pharmacies, for example regarding profit sharing and so on.

The detailed technical arrangement of pharmacy management can be adjusted to the conditions that exist in the pharmacy on a daily basis, so it is hoped that there will be no misunderstandings from each party. Thus, things that would bring harm to the pharmacy can be avoided or minimized if the loss cannot be avoided.

One of the complementary cooperation agreements between the Pharmacist and the Owner of the Pharmacy Facilities, for example, concerning profit sharing or profit sharing, requires detailed and clear arrangements and must be made in writing and agreed between the two, namely the Owner of the Pharmacy Facility and the Pharmacist Managing the Pharmacist. It should be noted that the owner of the pharmacy facility and the pharmacist managing the pharmacy in the event that the establishment of a pharmacy has spent a certain amount of money (capital), so that both of them really hope to get material benefits.

The profit sharing in the cooperation agreement is based on the amount of capital invested by the Pharmacy Facility Owner and Pharmacist Managing Pharmacist in percent. The calculation of profit is determined that the Pharmacist who manages the Pharmacy receives a monthly salary or basic salary, the amount of which is determined jointly with the Pharmacy Facility Owner. Pharmacist Managing Pharmacies also earns a 1% profit on the drugs sold as well as an annual bonus, at every closing, Eid al-Fitr and Christmas / New Year's Day.

¹¹Nindia Nursanto, Notary in Grobogan Regency, interview result on 23 October 2021

¹² Chuasanga A., Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>

Complementary agreements such as those above detailing the technical management of pharmacies are expected to be able to support the implementation of the cooperation agreement between the Pharmacy Management Pharmacists (APA) and the Pharmacy Facility Owners (PSA) so that in the future it is hoped that pharmacies will be more organized, advanced and developed.

Therefore, a notary must clearly state what legal actions were carried out by the parties who want to be proven and known from the deed made. The deed made by a notary must not contain formulations that can cause or harm one of the parties because it is not in accordance with the agreement and is not clear.¹³

Therefore, there are obstacles in the implementation of the pharmacist's work contract agreement and the owner of capital for the pharmacy is a normal or natural thing because no business can run smoothly without any obstacles. Likewise, the process of contracting work for pharmacists and owners of capital for pharmacies is also not free from obstacles.

Constraints that often occur can arise from various parties, namely from capital owners, pharmacists, or from the Notary himself. These constraints will be described as follows:

- Notary Obstacles in Making Pharmacist Work Contracts for Pharmacies in Grobogan Regency:

In making and changing the deed, it does not involve all parties and the lack of requirements that must be met in making the work contract so that the work contract deed cannot be made.

Given these constraints, the solutions to these problems are:

- Solutions from Notaries in Making Pharmacist Work Contracts for Pharmacies in Grobogan District

The Notary must observe the terms of the cooperation permit based on the law, both from the side of the Capital Owner and the Pharmacist for a Pharmacy where both parties must appear before the Notary to make a Deed of Cooperation agreement agreed by both Parties which is read out directly by the Notary. Notary to both parties concerned and here a person may not change the contents of the deed based on only one party without the knowledge of both parties. Subjective legal conditions based on Article 1320 of the Civil Code are

¹³Nindia Nursanto, op.cit

called subjective terms because they relate to the subject of the agreement. The consequence if one of these subjective conditions is not fulfilled is that the contract can be "cancelled" or "requested to be canceled" by one of the interested parties. If the cancellation action is not carried out, the contract will still occur and must be carried out like a valid contract. The existence of an agreement of will (Consensus, Agreement) With the condition that the agreement of will is intended so that a contract is considered valid by law, both parties must have a conformity of opinion about what is regulated by the contract. By law, the theory is generally accepted that an agreement of will exists if one of the following elements does not occur:

- *Coercion (dwang, duress)*
- *Fraud (bedrog, fraud)*
- *Error (dwaling, mistake)*

As in Article 1321 of the Civil Code determines that an agreement is invalid if it is given due to an error or obtained by coercion or fraud.

- According to the author, it is studied with the theory of legal protection of obstacles in terms of the Capital Owner / Pharmacy Facility Owner, the solution as a capital owner should understand properly his role and duties there and provide rights according to regulations as stated in Article 4 paragraphs 1 and 2 of the Cooperation Agreement signed by both parties and also complete all the requirements for the establishment of pharmacies so that there are no problems with SIA which causes pharmacies to not operate.
- According to the author, it was studied with the theory of legal protection, constraint in terms of pharmacists, the solution is to have a copy of the initial agreement that was made with the owner of the capital before a notary so that if there is a change by the owner of the capital from the contents without the pharmacist's knowledge, the pharmacist can file a lawsuit according to the agreement that has been made.
- According to the author, it is studied with the theory of legal protection, constraints in terms of a Notary should follow the subjective legal requirements based on Article 1320 of the Civil Code. It is called subjective terms because it relates to the subject of the agreement. The consequence if one of these subjective conditions is not fulfilled is that the contract can be "cancelled" or "requested to be canceled" by one of the interested parties.

4. Conclusion

The implementation of the cooperation agreement at the pharmacy is set out in

a mutually beneficial cooperation agreement for both by taking into account the applicable laws and regulations as a guideline for pharmacy operational activities. However, the position of the Pharmacist who manages the Pharmacy with the Owner of the Pharmacy Facilities remains as a superior and a subordinate. Pharmacists who manage the pharmacy receive compensation from the owner of the pharmacy facility for the services they provide in managing the day-to-day pharmacy.

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