

The Urgency of Exclusive Rights Protection for Trademark Licensees in Indonesia

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Abstract. *A trademark is essentially an exclusive right granted by Indonesian law to the licensee. But the facts are practically different from the circumstances where provisions made by bureaucracy no longer have authority as trademark licensees granted by trademark owners. With regard to the case under discussion, such important declaration of exclusive rights in the Letter of Authorization or authorization granted by the trademark owner whose registrar is through the Madrid Protocol to the licensee of trademark in Indonesia that is not recorded exclusively. This study aims to examine and analyze how the legal protection of the proprietor of the exclusive rights of the trademark under a licensing agreement and what the meaning of "exclusive rights" for the licensee of a trademark relates to the existence of a case of trademark infringement that is supposed to violate the provisions of Law No. 20 of 2016 on Trademarks and Geographical Indications. The research method used is normative jurisprudence. The findings of this study are that the weakness of the substance of legislation and the bureaucracy of law enforcement is unprofessional.*

Keywords: *Authorization; License; Trademark; Protection.*

1. INTRODUCTION

In business, international scope can be interpreted as all types of activities that cross national borders. There is a transfer of all types of economic resources such as merchandise, capital, technology, or labor. Multinational companies are companies that carry out international trade activities.¹

The aim of a company to increase trade widely is to seek profits by obtaining maximum profits so that the company's survival can be maintained.²

Companies domiciled in a country should obey and respect all applicable regulations. Likewise, when a foreign company wants to run its business in Indonesia, it needs to understand the regulations and mechanisms for carrying out legal actions, in this case the permits required.

By paying attention to such realities and trends, it is understandable that there is a need

¹Rusdin. 2002. *International Business in a Practice Approach*. Bandung: Alfabeta.

²Cashmere. 2013. *Financial Report Analysis*. Jakarta: PT Rajagrafindo Persada.

for more adequate regulations in order to create certainty and strong legal protection. Currently, several countries are increasingly relying in their economic and trade activities on products produced based on human intellectual abilities. Bearing in mind this reality, as stated in Law Number 20 of 2016 concerning Trademarks and Geographical Indications, brands as one of human intellectual works which are closely related to economic and trade activities play a very important role.

Currently, sales using a product brand are via online applications or often called e-commerce³ is on the rise. In recent years, if people want to buy goods from abroad, they have to go through quite a long mechanism, especially regarding calculating the tax they have to pay for the goods they want from abroad and also for business actors who want to carry out business activities whose products come from abroad, they have to take care of all the necessary permits and it is not an easy and cheap mechanism to start a business, including clear and clear tax payments that they have made so that the price of the goods they sell includes the tax calculation.

All licensing and taxation that was applied to business activities in Indonesia at that time still created a healthy business climate, this can be seen from the sales activities of people or business actors who followed all official procedures for doing business in Indonesia still bringing in good state revenues. and price competition that is not much different between business actors who sell on the platform⁴ e-commerce although there are not many available in Indonesia, they have been infiltrated by foreign individuals or business entities from abroad who can easily sell their merchandise on e-commerce at prices that are much cheaper than the products sold by their own domestic products for the same goods. This clearly has an impact on unhealthy business activities so that it has a direct impact on the income of each business actor, including state income, because now they can easily sell from their country without having to think about the procedures or regulations related to The entry of goods from abroad clearly destroys business activities carried out by the country's subsidiaries, in this case Micro, Small and Medium Enterprises (MSMEs) and other business actors in Indonesia who have equipped themselves with permits appropriate to their intended purpose.

However, the existence of unhealthy business competition related to alleged brand infringement between holders of brand rights licenses granted exclusively and retailers of unlicensed and unlicensed products whose origins are unknown in the cosmetics/beauty products (skin care) industry has created this phenomenon and practice. halal carried out by perpetrators suspected of violating the provisions on trademarks and geographical indications, parties or business actors who claim to have been harmed have difficulty in carrying out their obligations as trademark rights license holders without specifically (exclusively) registering, importing and distributing all their products in Indonesia for the purposes of following up on reports to the authorities.

With cases emerging in the community regarding alleged trademark infringement, it is important to know where the registered trademarks come from and that each registered trademark has different regulations and mechanisms in each country. As it is now, the influence of globalization in all areas of people's lives, both in the social, economic and cultural fields, is increasingly driving the pace of development of the community's

³E-commerce is electronic trading, an advancement as a result of advances in information technology.

⁴A platform is a series of technologies used as a foundation for developing software and hardware. In the world of digital marketing, platform refers to technology that can be used to meet a company's marketing needs on the internet.

economy.⁵So, in the development of international trademark registration, governments in various countries have joined in becoming members of the Madrid Protocol⁶. Currently, Indonesia has become the 100th member of the Madrid Protocol at the 57th SU-WIPO in Geneva.⁷The adoption of international trademark registration provisions was preceded by the accession of the international agreement the Protocol Relating to Madrid Agreement Concerning the International Registration of Marks or the Madrid Protocol on October 2 2017, and became effective on January 2 2018. This accession was ratified through Presidential Regulation Number 92 of 2017 regarding Ratification of the Protocol Relating to the Madrid Agreement Concerning the International Registration of Mark, 1989, and Indonesia became the 100th member of the Madrid Union.⁸Thus, trademark registration with the Madrid Protocol is an easy solution for brand owners to register their products with a one-stop system for brand owners to obtain brand protection in the international market and obtain legal protection that is globally recognized in each member country.

Regarding regulations regarding brands and exclusive rights, there is a case example to study. PT. SBI⁹ is the company that holds the license for the trademark X¹⁰is a trademark for cosmetic (skin care) products originating from South Korea. PT. SBI is the exclusive rights holder in Indonesia for the product X trademark through a licensing agreement so that PT. SBI has the authority to sell and distribute these cosmetic products through official shops, both online and offline, which are opened and managed by PT management. SBI is spread throughout Indonesia. The circulation of the trademark According to the Main Director of PT. SBI, currently there are many cosmetic products under the brand X circulating through online buying and selling platforms such as Shopee, Tokopedia, and Lazada without PT's permission. SBI. It is easy for irresponsible parties to sell products under brand X at prices much cheaper than what PT sells and sells. SBI. According to this company, it does not know where the X cosmetic products circulating on this online buying and selling platform come from.

Products with the trademark PT. SBI as the exclusive rights holder for brand X has never collaborated with any party to sell and/or distribute products with trademark X. Sales of products with trademark for the wider community and also very detrimental to PT. SBI, both materially and immaterially. It is detrimental to the wider community because the quality of brand Cases of brand infringement without the right to sell and/or distribute products with a trademark can be suspected of violating the provisions of the Trademark and Geographical Indications Law Number 20 of 2016:

Article 100 paragraph 1:

"Any person who without right uses a Mark which is completely the same as a registered Mark belonging to another party for similar goods and/or services produced and/or

⁵Kaunder, Björn, and Niklas Potrafke. (2015). Globalization and Social Justice in OECD Countries. Review of World Economics, Vol 151, 353-376.

⁶The Madrid Protocol is the main international system that facilitates trademark registration in various jurisdictions around the world

⁷Official website of the Ministry of Law and Human Rights of the Republic of Indonesia: Public Relations, Law and Cooperation Bureau, 5 October 2017

⁸Madrid Protocol Guide : ARISE + IPR, in collaboration with the Directorate General of Intellectual Property (DJKI), Ministry of Law and Human Rights of the Republic of Indonesia, European Union Intellectual Property Office (EUIPO) - Jakarta, Indonesia, December 2018.

⁹PT. SBI is a company or business entity appointed as the license holder for brand X rights in the territory of the Republic of Indonesia

¹⁰X is the name of a cosmetic/skin care brand from South Korea which is disguised by the author.

traded, shall be punished by a maximum imprisonment of 5 (five) years and/or a maximum fine Rp. 2,000,000,000. (two billion rupiah)."

Article 102:

"Every person who trades goods and/or services and/or products who knows or is reasonably suspected of knowing that the goods and/or services and/or products are the result of criminal acts as intended in Article 100 and Article 101 shall be punished by imprisonment for a maximum of 1 (one) year or a maximum fine of IDR 200,000,000. (two hundred million rupiah)."

Regarding this issue, PT. SBI has appointed and authorized the Law Office to report suspected brand violations and criminal acts to Polda Metro Jaya. However, there are obstacles in the investigation process at Polda Metro Jaya related to violations of the Trademark and Geographical Indications Law. Evidence that is not fulfilled in the investigation process is related to the exclusive meaning stated in the Letter of Authorization (LOA).¹¹in the Notarial Certificate¹²made by the Law Office and Notary Office in South Korea. When the LOA was translated into Indonesian by a sworn translator, the phrase "exclusively" in the LOA was lost (not included). The contents of the LOA are: "X. hereby authorizes PT. SBI exclusively to register, import and distribute all SBI to register, import and distribute all brand X skincare & cosmetic products in Indonesia." (quotation of the original sentence which has been translated by a Sworn Translator). Not having this sentence recorded in the Power of Attorney has resulted in delays in the investigation process at the Directorate of Special Criminal Investigation (Ditreskrimsus) Polda Metro Jaya. The loss of the phrase "exclusively" resulted in PT. SBI as the exclusive rights holder for the license agreement between X. and PT. SBI no longer has exclusive authority in every case of violation of intellectual property rights related to product SBI in fulfilling administration in every company activity is hampered.

This research will examine in depth the issue of the "exclusive rights" of brand X license holders with allegations of brand infringement. This study will be based on legal regulations, both international and national, which are directly or indirectly related to brands and international trade in particular. This research is important to carry out because in the international trade system, creating a conducive business climate is an important key to the sustainability of a business with legal certainty and fairness. In this era of globalization, the increasingly developing trading system has positive impacts, there are also negative impacts, as for example in the case of this research, it is very important to implement the rights and obligations of domestic and international business actors so that in carrying out their interests they do not violate the provisions that have been made during the provisions. This applies in a binding manner. In this case, the presence of trademark rights for the holder is a form of protection given to the owner of his business product in the form of a trademark which has the authority to register or give permission to other parties to use it, including international trademark registration which has positive legal force.

In relation to the meaning of Exclusive Rights, there are differences between the meaning in the Principles of Intellectual Property Rights, then in the provisions of Law Number 20 of 2016, Article 1 Paragraph 5 concerning Trademark Rights and

¹¹Letter of Authorization is a power of attorney made by the brand owner to the official importer in this case (PT. SBI)

¹²Notarial Certificate is a Notarial Certificate containing documents: Power of Attorney, Authentication Certificate, Attestation from the Embassy of the Republic of Indonesia

Geographical Indications, and Regulation of the Minister of Trade Number 11 of 2006 of the Republic of Indonesia, Article 1 Paragraph 6 concerning Exclusive Rights.

New research is carried out by searching (tracking) previous research that is relevant to the legal research that will be carried out in the hope of finding newness from previous research so that it can provide knowledge in the field of branding. Several studies that have been carried out by scholars related to brands are as follows.

No	Writer	Journal and Article Title	At issue
1.	Ni Made Ratih Prameswari, I Nyoman Putu Budiarta, Desak Gde Dwi Arini	Journal of Legal Analogy, Vol. 3, no. 3, 2021. Title: Violation of Brand Rights Law in Relation to Unfair Business Competition in Indonesia	This research discusses forms of brand rights violations which are categorized as unfair business competition and legal remedies for business actors who market brands without permission.
2.	Ida Ayu Citra Dewi Kusuma, I Ketut Sudantra	Journal of Legal Studies, Vol. 5, no. 1, February 2016. Title: Legal Protection of the Exclusive Rights of Trademark Owners in Indonesia against Trademark Infringement in the form of a License Agreement	This research discusses the criteria for brand infringement in licensing agreements and legal protection for the exclusive rights of brand owners in Indonesia against brand infringement in the form of licensing agreements.
3.	Wahyu Prabowo, Rani Pajrin, Erinda Lamonti	Journal of Legal Studies Research, Vol. 3, no. 1, January 2023. Title: Legal Protection of First Registrant of Trademark Rights (Exclusive Rights)	This research discusses legal protection for the first registrant who has exclusive rights in the case between Ruben Samuel Onsu and PT. Benny Sujono's Geprek Chicken in Decision Number 57/Pdt.Sus-Merek/2019/PN Niaga Jkt.Pst
4.	Lidya Shinta Audina	Legal Lantern Journal, Vol. 3, no. 3, 2016. Title: Legal Protection of the Nature Republic Trademark against Brand Counterfeiting in Indonesia	This research discusses the legal consequences for business actors who produce the Nature Republic brand which is used commercially without the owner's permission and dispute resolution efforts that can be carried out by brand license holders from acts of brand counterfeiting.

Several previous studies described above are substantially different from this research. This research will examine in more depth the legal protection for holders of exclusive brand rights and the meaning of the concept of "exclusive rights" for brand rights holders based on licensing agreements related to the case of brand X.

2. RESEARCH METHODS

The method used in this research is normative legal research, namely research that describes existing problems, which are then discussed with a study of relevant legal

theory and linked to the laws and regulations that apply in legal practice.¹³The data sources used in this research are secondary data sources in the form of legal materials, both primary and secondary legal materials.¹⁴

3. RESULTS AND DISCUSSION

3.1. Legal Protection for Exclusive Brand Rights Holders Based on License Agreements

A brand is an important element of a product because it is with a brand that a product can be known by the public. In this case, the agency related to licensing and registration of brands and everything related to brands in Indonesia is the Directorate General of Intellectual Property (DJKI). DJKI is a government agency under the Ministry of Law and Human Rights, which has the authority to manage and protect Intellectual Property, one of which in this case is brands. In addition, DJKI is also responsible for Intellectual Property services which include formulating policies and technical standardization, norms, criteria and procedures related to Intellectual Property.

The legal protection system for brands in Indonesia is regulated based on the provisions of Law Number 20 of 2016 concerning Trademarks and Geographical Indications. This law stipulates that brand protection is based on a "first to file principle" system, which means "whoever registers first is entitled to legal protection". This means that if a company wants to obtain legal protection for its brand in Indonesian jurisdiction, the company must submit an application for trademark registration through DJKI, the Ministry of Law and Human Rights. Applicants (individuals or legal entities/companies) can submit applications directly or through an Intellectual Property Rights Attorney/Consultant.

The problem of protecting and servicing the Intellectual Property system is currently increasingly complex, both in terms of regulations and implementation and other problems that are developing in society. In this case, as an example of the case of a trademark license holder which causes losses and has extensive impacts on the exclusive brand holder who has been given the authority by the brand owner to carry out his obligations and rights in implementing his business regarding the issue of alleged brand infringement in Indonesia. On the other hand, brand owners still adhere to brand regulations whose brand protection is protected by the provisions of the Madrid Protocol. Indonesia's participation as a member of the World Intellectual Property Organization (WIPO) and the World Trade Organization (WTO) requires Indonesia to adapt all laws and regulations in the field of IPR to TRIP's (Trade Related Aspects of Intellectual Property Rights).

In relation to the Madrid Protocol, which is an international Trademark Registration, it is recorded that there have been 3 (three) treaties/agreements that Indonesia has participated in, where Indonesia is committed to taking the necessary steps towards accession to the Madrid Protocol, namely:

1. The Indonesia-Japan Economic Partnership Agreement which was signed on August 20 2007 agreed that both parties agreed to take steps for accession to

¹³Soerjono Soekanto and Sri Mamudji, 2001, Normative Legal Research A Brief Overview, Edition I Print V, PT Radja Grafindo Persada Jakarta, p. 13-14.

¹⁴Amirudin and H Zainal Asikin, 2003, Introduction to Legal Research Methods, PT Radja Grafindo Persada, Jakarta, p. 18.

several international treaties/agreements in the field of Intellectual Property, including the Madrid Protocol.

2. Cooperation on the protection of Intellectual Property at the ASEAN regional level has agreed to accession to the Madrid Protocol as one of the points in the agreement. The ASEAN Framework Agreement on Intellectual Property Cooperation, which was signed in Bangkok on December 15 1995, has agreed on several things, namely:

- 1) Recognizing the important role of IPR in trade and investment among ASEAN member countries and the importance of cooperation in the field of IPR in ASEAN.
- 2) Desires closer cooperation in the field of IPR and related fields to provide a strong basis for economic development and accelerate the realization of the ASEAN Free Trade Area and prosperity among ASEAN Member Countries.
- 3) Recognizing the need to enhance closer cooperation and understanding among ASEAN countries in the field of IPR and related fields to participate in regional dynamism, synergy and growth.

3. The ASEAN-Australian New Zealand Free Trade Agreement (AANZFTA) which was signed on 27 February 2009 in Thailand and came into effect on 1 January 2010 has also stipulated the commitments and obligations of both parties in various trade fields including IPR. In Article 9 IP Chapter 13 of the AANZFTA it is stated that both parties recognize the importance of cooperation between both parties in order to support the accession of any party to various international treaties/agreements and their implementation, including the Madrid Protocol in order to achieve the objectives of the agreement.

Considering the consequences that will be faced by various parties in Indonesia related to Indonesia's commitment to ratifying the Madrid Protocol, Accession to the Madrid Protocol is an effort to anticipate the era of free trade, where trade activities in goods and services no longer recognize national borders. This effort is a mechanism to provide legal protection for national brands in the global market. However, legal provisions in Indonesia certainly provide consequences that must be faced by stakeholders, in this case namely the government in a member country of the World Intellectual Property Organization Madrid Protocol, intellectual property owners, IPR consultants and other related fields.

These obstacles need to be overcome immediately, because they are quite obstructive if quick steps are not taken. For example, in the case of brand X with allegations of trademark infringement in Indonesia, the license holder, in this case PT. SBI is deemed not to have full rights and authority to report suspected criminal acts in this case violating the provisions of Article 100 Paragraph 1 and Article 102 of Law Number 20 of 2016 concerning Geographical Indications because of the translation issue which does not include the phrase "Exclusive" in the Power of Attorney that has been issued. translated by a Sworn Translator. Thus, regarding language, the DJKI and Intellectual Property Rights Consultants should be able to provide consulting services to translate important documents related to brand license holders in Indonesia. With this official service, brands registered in the Madrid Protocol in Indonesia can be protected. Apart from that, the Indonesian government, through the DJKI and the Ministry of Law and Human Rights, can also provide technical services in the form of tracing registered Madrid Protocol trademarks that have specifically registered trademarks in Indonesia

which can assist the investigation and investigation process or issues of trademark infringement to relevant agencies/institutions such as the Police. Republic of Indonesia and the Attorney General's Office.

Based on the matters above, the suggestions proposed by the author are as follows:

1. So that the Indonesian government can immediately revise and add points to the General Provisions of the Republic of Indonesia Government Regulation Number 22 of 2018 concerning International Mark Registration Based on the Protocol Related to the Madrid Agreement Concerning International Trademark Registration, which in substance is an explanation of the brand license holder regarding the mark granted exclusively by owner of the brand/intellectual property as well as the substance of the Legal Protection of Marks Based on International Registration in Article 17, the provision for brand protection is added that the brand license holder is exclusive or specifically has the same rights to the mark whose registration has been published internationally (Madrid Protocol) and in Part Six Article 24 Paragraphs 1 and 3 concerning Licenses, the provisions for recording licenses need to be revised regarding the rights and obligations of brand license holders in Indonesia.
2. DJKI together with the Ministry of Law and Human Rights to provide and facilitate translators and brand consultants whose brands are registered in the Madrid Protocol to provide protection with supervision for brand license holders who are granted exclusively so that there are no errors in translating an official document relating to the power to grant a license trademark rights in the territory of the Republic of Indonesia;
3. And the DJKI together with the Ministry of Law and Human Rights can help with the problem of Trademark Infringement in Indonesia with related agencies/institutions such as the Police of the Republic of Indonesia and the Attorney General's Office in the process of investigating and inquiring into alleged crimes against Marks and Geographical Indications. By providing legal access to internationally registered marks used by brand license holders in Indonesia, it is a form of legal protection for license holders
4. The meaning of "exclusive rights" for trademark license holders relates to cases of trademark infringement that are reasonably suspected of violating the provisions of Law Number 20 of 2016 concerning Marks and Geographical Indications

In relation to the meaning of Exclusive Rights, there are differences between the meaning in the Principles of Intellectual Property Rights, then in the provisions of Law Number 20 of 2016, Article 1 Paragraph 5 concerning Trademark Rights and Geographical Indications, and Minister of Trade Regulation Number 24 of 2021 concerning Engagements for the Distribution of Goods by Distribution or Agent of the Republic of Indonesia, Article 1 Paragraph 8 concerning Exclusive Rights.

3.2. Exclusive Rights according to the principles of Intellectual Property Rights

The Directorate General of Intellectual Property Rights, in collaboration with ECAP, defines IPRs as "rights that arise from the results of brain thinking that produces a

product or process that is useful for humans".¹⁵In simple terms, IPR is a birth right resulting from intellectual creative thought that produces products that are beneficial to humans. IPR can also be interpreted as a person's right because he or she has created something that is useful for other people. Objects regulated in IPR are works that arise from human intellectual abilities (thinking power).¹⁶

As for the definition above, IPR is always associated with the following three elements:¹⁷

1. The existence of an exclusive right granted by law;
2. These rights relate to human endeavors based on intellectual abilities;
3. This intellectual ability has economic value.

In this regard, the rights of registered trademark owners are regulated in IPR protection, Article 3 of Law Number 15 of 2001 concerning Trademarks which determines that registered trademark owners have the exclusive right to use their trademark and give permission for other parties to use their trademark. Exclusive rights do not reduce existing rights, and will not affect rights granted by the State to protect trademark rights on the basis of use. Brand owners can exercise exclusive rights to transfer their brand to other parties by means of a licensing agreement.¹⁸

In essence, the principle of IPR as an exclusive right is that the rights granted by IPR are special and only owned by people who are directly related to the resulting intellectual property. Through these rights, the right holder can prevent other people from making, using or doing something without permission.

3.3. Exclusive Rights according to the provisions of Law Number 20 of 2016

Brands as a form of intellectual work have an important role in the smoothness and improvement of goods or services. A brand (with its brand image) can fulfill consumers' needs for identification or distinguishing power which is very important and is a guarantee of product or service quality in an atmosphere of free competition. In brands, it is known that there are exclusive rights as stated in Article 1 Paragraph 5 of Law Number 20 of 2016 concerning Trademarks and Geographical Indications, namely exclusive rights given by the state to brand owners. In general, exclusive rights can be defined as rights that guarantee legal protection to the brand owner, and the owner is the only one who has the right to use and use it and prohibits anyone else from owning and using it. Thus, exclusive rights contain two things, namely:

- a. Use the brand yourself.
- b. Giving permission to other parties to use the mark.

3.4. Regulation of the Minister of Trade Number 24 of 2021 concerning Engagements for the Distribution of Goods by Distribution or Agents of the Republic of Indonesia, Article 1 Paragraph 8 concerning Exclusive Rights.

¹⁵Directorate General of Intellectual Property Rights (In collaboration with the EC-ASEAN IPRs Co-operation Program (ECAP II), Intellectual Property Rights Handbook Completed with Legislation in the Field of Intellectual Property Rights, Jakarta, Directorate General of Intellectual Property Rights-ECAP II, 2006, p. 7

¹⁶Sufiarina, Priority Rights and Exclusive Rights in IPR Protection, Faculty of Law, Tama Jagakarsa University, Law Journal Vol. 3 No.2

¹⁷Tomy Suryo Utomo, Intellectual Property Rights (IPR) in the Global Era, Graha Ilmu, Yogyakarta, 2010.

¹⁸Rahmi Jened, 2015, Trademark Law in the Global Era and Economic Integration, Kencana, Jakarta, p. 193.

In its definition, Exclusive Rights are special rights granted by the principal¹⁹ to national trading companies as Sole Distributor or Sole Agent. Sole Agent is a trading company that obtains exclusive rights from the principal based on an agreement as the only Agent in Indonesia or a certain marketing area.²⁰

Thus, the meaning of exclusive rights used is related to the alleged trademark infringement in case X which is guided by the Law on Marks and Geographical Indications according to the author. is the right given by the Principal, in this case the owner of the brand/Intellectual Property, specifically to the Sole Agent, namely the brand license holder in Indonesia (PT. SBI) with authority as stated in the Letter of Authorization which has been translated into a power of attorney whose contents are related to reporting actions. The crime referred to by alleged trademark infringement is specifically giving authority to the license holder to carry out necessary legal proceedings against parties deemed to have violated Article 100 paragraph 1 and Article 102 of Law Number 20 of 2016 concerning Marks and Geographical Indications.

¹⁹Principal is an individual or business entity in the form of a legal entity or non-legal entity within the country or abroad who appoints a Distribution or Agent within the country to sell Goods produced, owned or controlled by the Principal, Article 1 Paragraph 3, Regulation of the Minister of Trade Number 24 of 2021 concerning Engagements for the Distribution of Goods by Distribution or Agents of the Republic of Indonesia

²⁰Article 1 Paragraph 10, Regulation of the Minister of Trade Number 24 of 2021 concerning Engagements for the Distribution of Goods by Distribution or Agents of the Republic of Indonesia

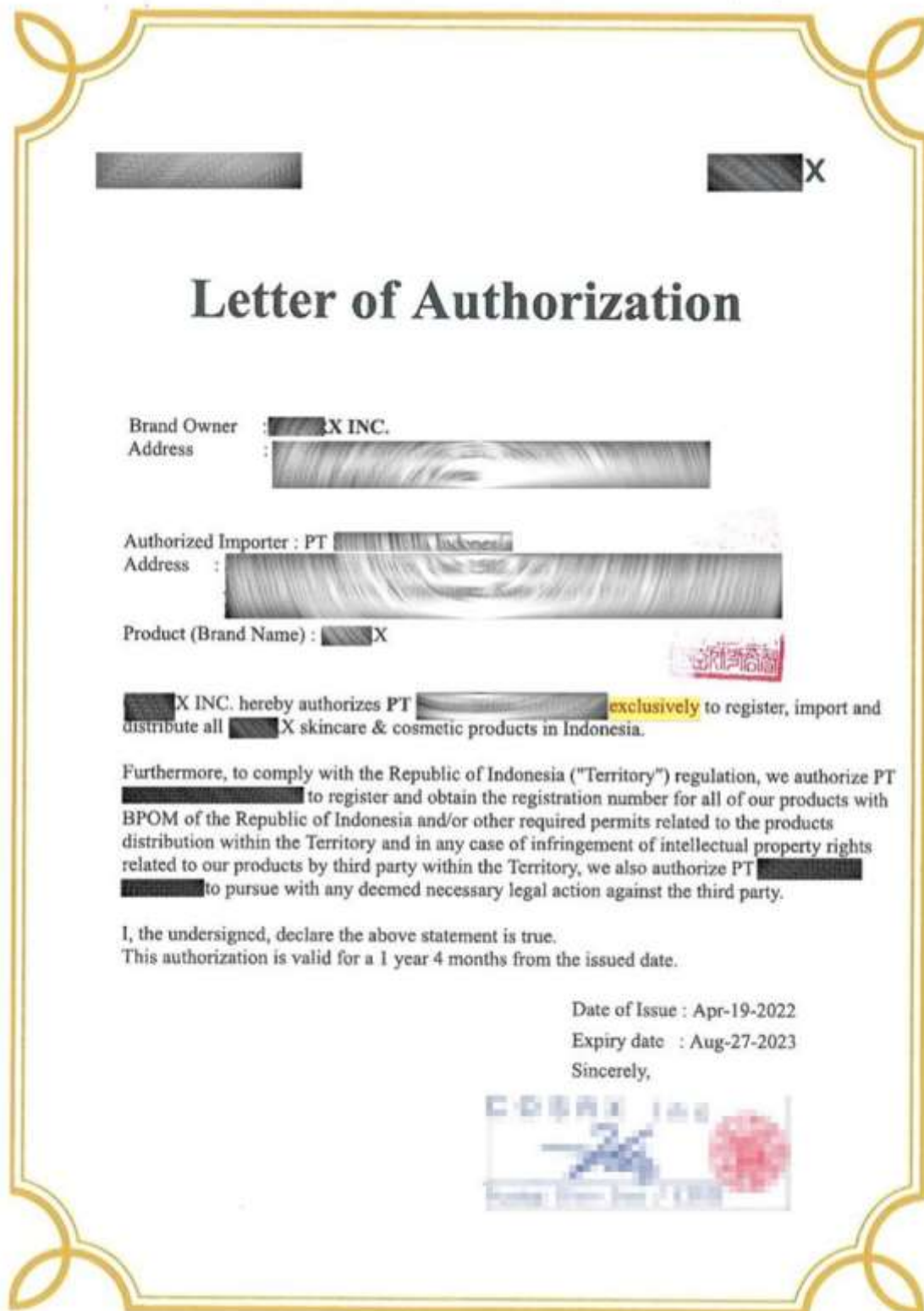


Figure 1. Letter of Authorization: The meaning of "Exclusively" is marked in yellow blocks

Terjemahan Tersumpah

untuk semua produk kami di BPOM Republik Indonesia dan/atau izin lain yang diperlukan terkait dengan distribusi produk di dalam Wilayah dan dalam setiap kasus pelanggaran hak kekayaan intelektual yang terkait dengan produk kami oleh pihak ketiga di Wilayah, kami juga memberi wewenang kepada PT ██████████ Indonesia untuk melakukan tuntutan hukum yang diperlukan terhadap pihak ketiga tersebut.

Saya yang bertanda tangan di bawah ini, menyatakan pernyataan di atas benar.

Surat Kuasa ini berlaku selama 4 tahun sejak tanggal dikeluarkan.

Tanggal Pengeluaran: 19 April 2022

Tanggal kadaluarsa : 27 Agustus 2023

Hormat kami,

██████████ X I n c.

[cap & ditandatangani]

██████████ / CEO

Figure 3. Power of Attorney which has been translated into Indonesian

4. CONCLUSION

In this research, the author believes that in the case of brand "Exclusive Rights" thus creating obstacles in the investigation and inquiry process at the Indonesian National Police, Polda Metro Jaya. According to the investigator's statement, "Exclusive Rights" shows that the brand rights are given specifically to the Sole Agent, namely the brand license holder in Indonesia (PT. SBI) in accordance with the meaning of Exclusive Rights as intended in the Minister of Trade Regulation Number 24 of 2021 concerning Engagements for the Distribution of Goods by Distribution or Agent of the Republic of

Indonesia, Article 1 Paragraph 8 concerning Exclusive Rights. Thus, Minister of Law and Human Rights Regulation Number 4 of 2019 concerning Amendments to the Regulation of the Minister of Law and Human Rights Number 29 of 2016 concerning Requirements and Procedures for Appointing, Reporting and Dismissing Sworn Translators which is the legal basis for professional translation appointment services needs to be reviewed regarding the Responsibilities of Sworn Translators. In the event that an error occurs by a sworn translator regarding the results of the translation which is detrimental to the service user, based on Article 1365 of the Civil Code, the service user can sue the sworn translator to compensate for the loss. Based on Article 3 of Minister of Law and Human Rights Regulation no. 29 of 2016, sworn translators must be fully responsible for the truth and quality of their translation results. The real form of responsibility is sanctions, but until now the author analyzes sanctions for sworn translators in the event that errors occur in the translation results, there is no regulation yet. Providing sanctions to sworn translators is a form of protection for the people who use sworn translation services. Service users who feel disadvantaged as a result of mistakes or negligence of sworn translators in carrying out their professional duties, can demand responsibility for sworn translators on the basis of unlawful acts committed by sworn translators.

5. REFERENCES

- Ditjen HKI (Bekerja sama dengan EC-ASEAN IPRs Co-operation Programme (ECAP II), Buku Panduan Hak Kekayaan Intelektual Dilengkapi dengan Peraturan Perundang-Undangan Di Bidang Hak Kekayaan Intelektual, Jakarta, ditjen HKI-ECAP II, 2006
- Kasmir. (2013). *Analisis Laporan Keuangan*. Jakarta: PT Rajagrafindo Persada.
- Kaunder, Björn, and Niklas Potrafke. (2015). Globalization and Social Justice in OECD Countries. *Review of World Economics*, Vol 151, 353-376.
- Minister of Trade Regulation Number 24 of 2021 concerning Engagements for the Distribution of Goods by Distribution or Agents of the Republic of Indonesia
- Panduan Protokol Madrid : ARISE + IPR, bekerja sama dengan Direktorat Jenderal Kekayaan Intelektual (DJKI), Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia, Kantor Kekayaan Intelektual Uni Eropa (EUIPO) - Jakarta, Indonesia, December 2018.
- Rahmi Jened, (2015), *Hukum Merek (Trademark Law) Dalam Era Global dan Integrasi Ekonomi*, Kencana, Jakarta,
- Rusdin. (2002). *Bisnis Internasional dalam Pendekatan Praktek*. Bandung: Alfabeta.
- Situs resmi Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia : Biro Humas, Hukum dan Kerjasama, 5 October 2017
- Sufiarina, Hak Prioritas Dan Hak Eksklusif Dalam Perlindungan HKI, Fakultas Hukum Universitas Tama Jagakarsa, Jurnal Hukum Vol. 3 No.2
- Utomo, Tomy Suryo, (2010). *Hak Kekayaan Intelektual (HKI) di Era Global*, Graha Ilmu, Yogyakarta.