



Dear , Putu Ayu Sriasih Wesna

On behalf of 2<sup>nd</sup> International Conference and Call for Papers Committee, I am pleased to let you know that your abstract titled **“Comparison between Compensations in the Implementation of Patents by the Government and Land Procurement for Public Interest in the Perspective of Justice”** has been accepted for an Oral Presentation on 2<sup>nd</sup> International Conference and Call for Papers “Business Law and Local Wisdom in Tourism”, on July 28-29, 2021.

Denpasar, July 1<sup>st</sup>, 2021  
Warmadewa University

The Head of Organizing Committee,

2<sup>nd</sup> ICBLT

I Nyoman Gde Antaguna, SH.,SE., MH.



Nomor : 837/UW-FH/PD-10/V/2021  
Lamp : 1 (satu) gabung  
Perihal : **Undangan Sebagai Pemakalah Call for Papers**

***Kepada***

**Yth.** Bapak/Ibu Dosen Fakultas Hukum  
Universitas Warmadewa (Daftar Nama Terlampir)  
di-

**Tempat**

Dengan hormat,

Berkenaan dengan akan diselenggarakannya *2<sup>nd</sup> International Conference and Call for Papers "Business Law and Local Wisdom in Tourism"* atas kerjasama 6 (enam) Perguruan Tinggi Swasta (PTS) di bawah naungan Asosiasi Pimpinan Perguruan Tinggi Hukum Indonesia (APPTHI) dengan luaran (*outcome*) Prosiding Internasional Terindex Scopus penerbit Atlantic Press, maka bersama ini kami mengundang Bapak/Ibu Dosen untuk berpartisipasi sebagai pemakalah *Call for Papers* dalam kegiatan Seminar Internasional dengan *Sub Thema* sesuai ToR terlampir.

Adapun pelaksanaan kegiatan dimaksud sedianya akan dilaksanakan pada :

Hari/Tanggal : Rabu, 29 Juli 2021  
Waktu : Pk. 08.30-20.00 Wita  
Agenda : *2<sup>nd</sup> International Conference and Call for Papers*  
Tempat : Host Fakultas Hukum Universitas Warmadewa

Demikian surat undangan ini kami sampaikan, atas perkenan, perhatian, dan kerjasamanya diucapkan terima kasih.

Denpasar, 6 Mei 2021

Fakultas Hukum Universitas Warmadewa

Dekan,

Ketua APPTHI,

Prof. Dr. Ade Saptomo, SH., MS



Prof. Dr. I Nyoman Putu Budiarta, SH., MH.



**Term of Reference (ToR)**  
**2<sup>nd</sup> INTERNATIONAL CONFERENCE AND CALL FOR PAPERS**  
**“BUSINESS LAW AND LOCAL WISDOM IN TOURISM”**

Jl. Terompong No. 24 Tanjung Bungkak, Denpasar, Bali, Indonesia.

Telp: (0361) 263902

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## **I. Background**

A healthy economy is created through healthy trade and business activities. Healthy economic activities are most certainly supported by regulations that ensure the occurrence of healthy business, trade, and commerce. Business law as a legal instrument governing the procedures and implementation of trade (in goods and services), industrial, and financial activities, both written and unwritten, arising from agreements and businesses are greatly needed along with the development of tourism in the globalization era.

On the one hand, the rapid progress in the tourism sector requires business law instruments that are able to accommodate the complexity of issues arising in tourism business, and, on the other hand, it presents the possibility of engaging and empowering a wide range of local cultural entities as local wisdom, which can also play a role in supporting tourism business activities. This situation needs to be carefully examined because the parties involved in tourism business need to have something that is more official (standard) instead of just relying on promises or good faith, Meanwhile, the local community with their local wisdom still upholds the local customs in going about their affairs, including in making agreements, and still maintain the confidence that tourism business players generally have good intent in carrying out their business activities.

Collaborations in tourism business in this globalization era that support tourism may include such elements as hotels, restaurants, tours and travel (including land, sea, and air transportation), arts and culture, yoga, and SPA. Such business collaborations are expected, by the players, to work well and without difficulty, with returns that compare favorably to the amount of capital invested in the business. However, a good few players encounter legal



problems that arise in the business collaborations and activities that lead to legal disputes, which require adequate resolution both according to the local law, the national law, and even the international business law.

Based on the what has been described above, the Faculty of Law of Warmadewa University in collaboration with Pancasila University of Jakarta, Esa Unggul University of Jakarta, Borobudur University of Jakarta, Tarumanagara University of Semarang, 17 Agustus 1945 University of Semarang and Asosiasi Pimpinan Perguruan Tinggi Hukum Indonesia (APPTHI) is holding the international conference Call Paper 2021 on the theme “Business Law and Local Wisdom in Tourism”.

## II. Objectives

This conference is held with the following objectives:

1. To serve as a vehicle for expressing scientific ideas and concepts that are interdisciplinary concerning the complexity of the issues of business law and local wisdom in tourism business.
2. To serve as an event for friendly gathering and exchange of information among academics, legal practitioners, and tourism practitioners at an international scale.
3. To serve as a forum to unify the perceptions of various stakeholders such as investors (business owners), the government, workforce, legal practitioners, and academics in the field of law, socio-culture, and economy in order to develop a formula that can secure global business law and local wisdom as the foundation of tourism business.

## III. Theme and Sub-Themes

The theme of this international conference is “Business Law and Local Wisdom in Tourism”, with the following sub-themes:

1. Local Wisdom (Customary Law)
2. Law on Business, Business Competition, and Prohibition of Monopoly
3. Law on Land and Environment
4. Law on Investment
5. Law on Criminal Act of Corruption and Asset Recovery
6. Law on Licenses and Labor



7. Law on Tourism
8. Law on Transportation
9. Law on Immigration
10. Intellectual Property Rights
11. Law on Resolution of Tourism Investment and Business Disputes

#### IV. Speakers

The speakers at this conference will be divided into 2 activities : (i) the speakers as presenter at international conference and (ii) as presenter (participant) at group discussions / call for paper (two groups of scientific fields):

##### I. The speakers at International Conference:

1. Prof. Dr. Peter Verhezen  
University of Antwerp, Belgium.
2. Prof. Dr. Byun Hae Cheol  
Hankuk University of Foreign Studies, Seoul, South Korea.
3. Prof. Dr. Stefan Koos  
Bundeswehr University Munich, Germany.
4. Prof. Dr. Gautam Kumar Jha  
Jawaharlal Nehru University, India.
5. Dr. Siti Hafsyah Idris  
Universiti Teknologi MARA, Malaysia.
6. Dra. Angela Soares, M.Si.  
Dili University, Timor Leste.
7. Prof. Dr. H. Faisal Santiago, SH., MM.  
Borobudur University, Jakarta.
8. Prof. Dr. I Nyoman Nurjaya, SH., MS.  
Brawijaya University, Malang.
9. Prof. Hikmahanto Juwana, SH., LL.M, PhD.  
Indonesia University, Jakarta.
10. Prof. Dr. Eddy Pratomo, SH., MA.  
Pancasila University, Jakarta.



11. Prof. Dr. Ni Ketut Supasti Dharmawan, SH., M.Hum., LLM.

Udayana University, Bali.

12. Prof. Dr. Eddy Lisdiyono, SH., M.Hum.

17 Agustus 1945 University, Semarang.

13. Prof. Dr. Amad Sudiro, SH., MH., MM., MKn.

Tarumanagara University, Semarang.

14. Dr. Freddy Harris, SH., LLM, ACCS.

Esa Unggul University, Jakarta.

15. Dr. I Wayan Suka Wirawan, SH., MH.

Warmadewa University, Bali.

II. Speakers at Call for Papers: several academics in various fields of law related to Business Law and Local Wisdom in supporting tourism activities.

## V. Purpose of Activities

The conference activities will be held by inviting participants (Call for Papers) to send their abstracts first, in English and Indonesian draft. Abstracts that meet the criteria will be declared eligible and may take part in this activities by sending the full paper.

The implementation schedule will be held for two days, starting on Wednesday and Thursday (July 28, 2021 and July 29, 2021) at the Faculty of Law, Warmadewa University, Denpasar Bali-Indonesia, with the following important activities and agenda stages:

No	Date	Agenda
1.	May 31, 2021	Deadline for registration and payment
2.	May 31, 2021	Deadline for abstract submission
3.	June 12, 2021	Notification of Accepted Abstract
4.	July 5, 2021	Deadline of full paper
5.	July 28 – 29, 2021	Conference dates



## VI. Schedule and Place of Implementation

1 <sup>st</sup> day – Wednesday, July 28, 2021				
No	Time (WITA-Central Indonesian Time (GMT/UTC +8))	Activity	PIC	Place
1	08.30 – 09.00	Registration	Committe	Zoom Meeting
2	09.00 – 10.00	Opening Ceremony – Opening prayer – Opening traditional dance from Warmadewa University – Committee Chairman’s report – Rector’s Speech – Speech from Chairman of Yayasan Kesejahteraan KORPRI Prov. Bali – Dean’s Speech – Speech from Chairman of APTHI: Prof. Dr. Ade Saptomo, SH.,MS. – Keynote speaker: Sandiaga Salahudin Uno, Minister of Tourism and Creative Economy – Photo session	Master of Ceremony	Zoom Meeting
3	10.30 – 11.00	Break	Committee	Zoom Meeting
4	11.00 – 13.00	Seminar and discussion : 1. Prof. Dr. Stefan Koos Bundeswehr University Munich, Germany. 2. Prof. Dr Gautam Kumar Jha Jawaharlal Nehru University, India. 3. Dr. Siti Hafsyah Idris Universiti Teknologi MARA, Malaysia. 4. Prof. Dr. I Nyoman Nurjaya, SH.,MS. Brawijaya University, Malang. 5. Prof. Himahanto Juwana, SH., LLM, PhD. Indonesia University, Jakarta.	Moderator : Dr. I Nengah Renaya,SH.,M.Kn.	Zoom Meeting
5	13.00 – 14.00	Break	Committee	-



6	14.00 – 16.00	<p>Seminar and discussion :</p> <ol style="list-style-type: none"> <li>1. Prof. Dr. Peter Verhezen University of Antwerp, Belgium.</li> <li>2. Dra. Angela Soares, M.Si. Dili University, Timor Leste.</li> <li>3. Prof. Dr. Faisal Santiago,SH.,MM. Borobudur University, Jakarta.</li> <li>4. Prof. Dr. Eddy Pratomo, SH.,MA. Pancasila University, Jakarta.</li> <li>5. Prof. Dr. Ni Ketut Supasti Dharmawan, SH., M.Hum., LLM. Udayana University, Bali.</li> </ol>	<p>Moderator :</p> <p>Dr. I Nengah Renaya,SH.,M.Kn.</p>	Zoom Meeting
7	16.00 – 18.00	<p>Seminar and discussion:</p> <ol style="list-style-type: none"> <li>1. Prof. Dr. Byun Hae Cheol Hankuk University of Foreign Studies, Seoul, South Korea.</li> <li>2. Prof. Dr. Eddy Lisdiyono,SH.,M.Hum 17 Agustus 1945 University, Semarang.</li> <li>3. Prof. Dr. Amad Sudiro,SH., MH.,MM.,MKn. Tarumanagara University, Semarang.</li> <li>4. Dr. Freddy Harris, SH., LLM, ACCS. Esa Unggul University, Jakarta.</li> <li>5. Dr. I Wayan Suka Wirawan,SH.,MH. Warmadewa University, Bali.</li> </ol>	<p>Moderator :</p> <p>Dr. Nella Hasibuan O'Leary, CH.,CN.,M.Kn.</p>	Zoom Meeting
7	18.00 –19.00	Group division / Panel (Call For Paper)	Committee	Zoom Meeting
8	19.00 – 20.00	<p>Closing</p> <ul style="list-style-type: none"> <li>• Dean's Speech</li> <li>• Rectors's Speech</li> <li>• Speech from Chairman of Yayasan Korpri Prov. Bali</li> </ul>	Committee	Zoom Meeting





**2<sup>nd</sup> day, Thursday, July 29, 2021**

No	Time (WITA-Central Indonesian Time (GMT/UTC +8))	Activity	PIC	Place
1	08.30 – 09.30	Registration	Committee	Zoom Meeting
2	09.00 – 10.30	Panel discussion I (Call Papers) : “Aspek Perizinan Pertanahan dan Lingkungan Dalam Bisnis Usaha Pariwisata”	-	-
		Panel 1 (4 papers)	Dr. I Nengah Renaya,SH.,M.Kn.	Zoom Meeting
		Panel 2 (4 papers)	I Nyoman Gede Antaguna, SE., SH.,MH.	Zoom Meeting
		Panel 3 (4 papers)	Dr. I Wayan Suka Wirawan,SH.,MH.	Zoom Meeting
		Panel 4 (4 papers)	Dr. I G.A.A. Gita Pritayanti Dinar, SH.,MH.	Zoom Meeting
		Panel 5 (4 papers)	Dr. Nella Hasibuan O’Leary, CH.,CN.,M.Kn.	Zoom Meeting
3	10.00 – 11.30	Break	Committee	-
4	11.30 – 12.00	Panel Discussion II (Call Papers) : “Pariwisata Budaya dan Kearifan Lokal”	-	-
		Panel 6 (4 papers)	Dr. Drs. Nengah Renaya,SH,S.Pd.M.Kn.	Zoom Meeting
		Panel 7 (4 papers)	I Nyoman Gede Antaguna, SE.,SH.,MH.	Zoom Meeting
		Panel 8 (4 papers)	Dr. I Wayan Suka Wirawan,SH.,MH.	Zoom Meeting
		Panel 9 (4 papers)	Dr. I G.A.A. Gita Pritayanti Dinar, SH.,MH.	Zoom Meeting
		Panel 10 (4 papers)	Dr. Nella Hasibuan O’Leary, CH.,CN.,M.Kn.	Zoom Meeting
5	12.30 – 13.00	Break	Committee	-
6	13.00 – 14.30	Panel discussion III (Call Papers) : “Aspek Hukum Tanah dan Lingkungan Dalam Investasi Bisnis Pariwisata”	-	-
		Panel 11 (4 papers)	Dr. Drs. Nengah Renaya,SH,S.Pd.M.Kn.	Zoom Meeting



		Panel 12 (4 papers)	I Nyoman Gede Antaguna, SH.,MH.	Zoom Meeting
		Panel 13 (4 papers)	Dr. I Wayan Suka Wirawan, SH.,MH.	Zoom Meeting
		Panel 14 (4 papers)	Dr. I G.A.A. Gita P. Dinar, SH.,MH.	Zoom Meeting
		Panel 15 (4 papers)	Dr. Nella Hasibuan O’Leary, CH.,CN.,M.Kn.	Zoom Meeting
7	14.30 – 16.00	Diskusi Panel IV (Call Papers) : “Aspek Hukum Perusahaan dan Ketenaga Kerjaan Dalam Investasi Usaha Pariwisata”	-	-
		Panel 16 (4 papers)	Dr. Drs. Nengah Renaya,SH,S.Pd.M.Kn.	Zoom Meeting
		Panel 17 (4 papers)	I Nyoman Gede Antaguna, SE., SH., MH.	Zoom Meeting
		Panel 18 (4 papers)	Dr. I Wayan Suka Wirawan, SH.,MH.	Zoom Meeting
		Panel 19 (4 papers)	Dr. I G.A.A. Gita P. Dinar, SH.,MH.	Zoom Meeting
		Panel 20 (4 papers)	Dr. Nella Hasibuan O’Leary, CH.,CN.,M.Kn.	Zoom Meeting
8	16.00 – 16.30	Break	-	-
9	16.30 – 18.00	Panel Discussion V (Call For Papers) : “Aspek Pidana dan Budaya Korupsi Terkait Investasi Usaha Pariwisata”	-	-
		Panel 21 (4 papers)	Dr. Drs. Nengah Renaya,SH,S.Pd.M.Kn.	Zoom Meeting
		Panel 22 (4 papers)	I Nyoman Gede Antaguna, SE., SH.,MH.	Zoom Meeting
		Panel 23 (4 papers)	Dr. I Wayan Suka Wirawan, SH.,MH.	Zoom Meeting
		Panel 24 (4 papers)	Dr. I G.A.A. Gita Pritayanti Dinar, SH.,MH.	Zoom Meeting
		Panel 25 (4 papers)	Dr. Nella Hasibuan O’Leary, CH.,CN.,M.Kn.	Zoom Meeting
10	16.30 – 17.30	Closing <ul style="list-style-type: none"> <li>• Dean’s Speech</li> <li>• Rectors’s Speech</li> <li>• Speech from Chairman of Yayasan Korpri Prov. Bali</li> </ul>	Master of Ceremony	Zoom Meeting



The number of panels is determined by the number of speakers, each panel consists of 4 (four) speakers, one moderator and one operator, the schedule of activities above is only as a reference and may change according to conditions and situations.

### **VII. Organizer**

1. Law Faculty of Warmadewa University
2. Law Faculty of Esa Unggul University
3. Law Faculty of Pancasila University
4. Law Faculty of Borobudur University
5. Law Faculty of Tarumanagara University
6. Law Faculty of 17 Agustus 1945 University
7. Asosiasi Pimpinan Perguruan Tinggi Hukum Indonesia (APPTHI)

### **VIII. Source of Funds and Contribution of Participants**

The funding sources for this conference were from the RKAT of the Law Faculty of Warmadewa University, the Law Faculty of Pancasila University, the Law Faculty of Esa Unggul University, the Law Faculty of Borobudur University, the Law Faculty of Tarumanagara University, the Law Faculty of 17 Agustus 1945 University, and Asosiasi Pimpinan Perguruan Tinggi Hukum Indonesia (APPTHI), participant contributions and donations from non-binding related parties.

Registration fee :

- |                  |                    |
|------------------|--------------------|
| 1. Presenter     | : IDR. 1.500.000,- |
| 2. Non Presenter |                    |
| Non Academics    | : IDR. 500.000,-   |
| Student          | : IDR. 300.000,-   |

### **IX. Participants Target**

Participants are expected from various groups from Indonesia and overseas:

1. Lecturers / scientists / legal and non-legal researchers such as business economics, social culture and politics and tourism.
2. Legal practitioners, tourism businesses.



3. Government circles both in provincial, district and city governments.
4. Students from Degree of Bachelor of Law, Magister program of Law and Doctoral program of Law.

## X. Output

This conference will produce international proceedings which will be published by Atlantis Press (Scopus indexed). The proceeding will also be conveyed to the provincial government of Bali, regencies and cities will also be conveyed including practitioners and entrepreneurs (business associations) in the tourism sector, it can be used as a basis for consideration in policy makers.

Denpasar, April 5, 2021  
Faculty of Law  
Warmadewa University  
Dean,



Prof. Dr. I Nyoman Putu Budiarta,SH.,MH.  
NIP. 195912311992031007



**2<sup>nd</sup> INTERNATIONAL CONFERENCE AND CALL FOR PAPERS  
“BUSINESS LAW AND LOCAL WISDOM IN TOURISM”**

Jl. Terompong No. 24 Tanjung Bungkak, Denpasar, Bali, Indonesia.

Telp: (0361) 263902

email: [fhunwar.info@gmail.com](mailto:fhunwar.info@gmail.com)

website: <http://www.fh-warmadewa.ac.id>

Letter of Confirmation

2<sup>nd</sup> INTERNATIONAL CONFERENCE AND CALL FOR PAPERS  
“BUSINESS LAW AND LOCAL WISDOM IN TOURISM”

Warmadewa University, 28<sup>th</sup> to 29<sup>th</sup> July 2021

Name :  
Occupation :  
Email :  
Phone number :  
Willing to be present as :

- 1. International seminar participants
- 2. International call for paper presenters

  


.....2021

(.....)



# THE 2nd INTERNATIONAL CONFERENCE AND CALL FOR PAPERS

## “BUSINESS LAW AND LOCAL WISDOM IN TOURISM”



**Dr. H. Sandiaga Salahuddin Uno, B.B.A., M.B.A.**

Minister of Tourism and Creative Economy of the Republic of Indonesia



**Prof. Dr. Peter Verhezen**  
University of Antwerp, Belgium



**Dr. Siti Hafsyah Idris**  
Universiti Teknologi MARA, Malaysia



**Prof. Dr. Stefan Koos**  
Universitaet der Bundeswehr Munchen, Germany



**Prof. Dr. Byun Hae Cheol**  
Hankuk University of Foreign Studies, Seoul, South Korea



**Prof. Dr. Gautam Kumar Jha**  
Jawaharlal Nehru University



**Cesaltina Angela Soares, L.CP., M.Si**  
Dili University, Timor Leste



**Prof. Dr. Faisal Santiago, S.H., M.M**  
Borobudur University, Jakarta



**Dr. Freddy Harris, S.H., LL.M., A.C.C.S.**  
Direktur Jenderal Kekayaan Intelektual



**Prof. Dr. Ade Saptomo, SH., MS.**  
Chairman of APPTHI



**Prof. Amad Sudiro S.H., M.H., M.M., Dr., MKn.**  
Tarumanegara University, Jakarta



**Prof. Dr. Eddy Pratomo, SH., MA.**  
Universitas Pancasila, Jakarta



**Dr. I Wayan Suka Wirawan, SH., MH.**  
Warmadewa University, Bali



**Prof. Dr. I Nyoman Nurjaya, SH., MS.**  
Brawijaya University, Malang



**Prof. Hikmahanto Juwana, SH., LL.M, PhD.**  
Indonesia University, Jakarta



**Prof. Dr. Ni Kt Supasti Dharmawan, SH., M.Hum., LL.M.**  
Udayana University, Bali



**Prof. Dr. Edy Lisdiyono, SH. MHum**  
17 Agustus University, Semarang

### REGISTRATION FEES

Presenter	IDR 1.500.000,-
Non-Academics	IDR 500.000,-
Student	IDR 300.000,-

### THE 2ND INTERNATIONAL CONFERENCE AND CALL FOR PAPERS

### “BUSINESS LAW AND LOCAL WISDOM IN TOURISM”

WILL BE HELD VIRTUALLY ON

**JULY 28 - 29, 2021**



08113930709 (GITA)  
082341417215 (INDAH)  
081805654308 (AYU)



# Paper Title\* (use style: *paper title*)

**\*Note: Sub-titles are not captured in proceedings and should not be used**

line 1: 1<sup>st</sup> Given Name Surname  
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line 5: email address

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line 5: email address

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(of Affiliation)  
line 3: *name of organization*  
(of Affiliation)  
line 4: City, Country  
line 5: email address

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**Abstract**—This electronic document is a “live” template and already defines the components of your paper [title, text, heads, etc.] in its style sheet. **\*CRITICAL: Do Not Use Symbols, Special Characters, Footnotes, or Math in Paper Title or Abstract.** (Abstract)

**Keywords**—*component, formatting, style, styling, insert* (key words)

## I. INTRODUCTION (HEADING 1)

This template, modified in MS Word 2007 and saved as a “Word 97-2003 Document” for the PC, provides authors with most of the formatting specifications needed for preparing electronic versions of their papers. All standard paper components have been specified for three reasons: (1) ease of use when formatting individual papers, (2) automatic compliance to electronic requirements that facilitate the concurrent or later production of electronic products, and (3) conformity of style throughout a conference proceedings. Margins, column widths, line spacing, and type styles are built-in; examples of the type styles are provided throughout this document and are identified in italic type, within parentheses, following the example. Some components, such as multi-leveled equations, graphics, and tables are not prescribed, although the various table text styles are provided. The formatter will need to create these components, incorporating the applicable criteria that follow.

## II. EASE OF USE

### A. Selecting a Template (Heading 2)

First, confirm that you have the correct template for your paper size. This template has been tailored for output on the A4 paper size. If you are using US letter-sized paper, please close this file and download the Microsoft Word, Letter file.

### B. Maintaining the Integrity of the Specifications

The template is used to format your paper and style the text. All margins, column widths, line spaces, and text fonts are prescribed; please do not alter them. You may note peculiarities. For example, the head margin in this template measures proportionately more than is customary. This measurement and others are deliberate, using specifications that anticipate your paper as one part of the entire

proceedings, and not as an independent document. Please do not revise any of the current designations.

## III. PREPARE YOUR PAPER BEFORE STYLING

Before you begin to format your paper, first write and save the content as a separate text file. Complete all content and organizational editing before formatting. Please note sections A-D below for more information on proofreading, spelling and grammar.

Keep your text and graphic files separate until after the text has been formatted and styled. Do not use hard tabs, and limit use of hard returns to only one return at the end of a paragraph. Do not add any kind of pagination anywhere in the paper. Do not number text heads—the template will do that for you.

Due to the strict of international publication standard (Atlantis Press), please set your **full paper not over 6 pages**. If not meet the standard, your full paper may be not published, because of it will be rejected from publisher.

### A. Abbreviations and Acronyms

Define abbreviations and acronyms the first time they are used in the text, even after they have been defined in the abstract. Abbreviations such as IEEE, SI, MKS, CGS, sc, dc, and rms do not have to be defined. Do not use abbreviations in the title or heads unless they are unavoidable.

### B. Units

- Use either SI (MKS) or CGS as primary units. (SI units are encouraged.) English units may be used as secondary units (in parentheses). An exception would be the use of English units as identifiers in trade, such as “3.5-inch disk drive”.
- Avoid combining SI and CGS units, such as current in amperes and magnetic field in oersteds. This often leads to confusion because equations do not balance dimensionally. If you must use mixed units, clearly state the units for each quantity that you use in an equation.
- Do not mix complete spellings and abbreviations of units: “Wb/m<sup>2</sup>” or “webers per square meter”, not

“webers/m2”. Spell out units when they appear in text: “. . . a few henries”, not “. . . a few H”.

- Use a zero before decimal points: “0.25”, not “.25”. Use “cm3”, not “cc”. (*bullet list*)

### C. Equations

The equations are an exception to the prescribed specifications of this template. You will need to determine whether or not your equation should be typed using either the Times New Roman or the Symbol font (please no other font). To create multileveled equations, it may be necessary to treat the equation as a graphic and insert it into the text after your paper is styled.

Number equations consecutively. Equation numbers, within parentheses, are to position flush right, as in (1), using a right tab stop. To make your equations more compact, you may use the solidus ( / ), the exp function, or appropriate exponents. Italicize Roman symbols for quantities and variables, but not Greek symbols. Use a long dash rather than a hyphen for a minus sign. Punctuate equations with commas or periods when they are part of a sentence, as in:

$$a + b = \gamma \quad (1)$$

Note that the equation is centered using a center tab stop. Be sure that the symbols in your equation have been defined before or immediately following the equation. Use “(1)”, not “Eq. (1)” or “equation (1)”, except at the beginning of a sentence: “Equation (1) is . . .”

### D. Some Common Mistakes

- The word “data” is plural, not singular.
- The subscript for the permeability of vacuum  $\mu_0$ , and other common scientific constants, is zero with subscript formatting, not a lowercase letter “o”.
- In American English, commas, semicolons, periods, question and exclamation marks are located within quotation marks only when a complete thought or name is cited, such as a title or full quotation. When quotation marks are used, instead of a bold or italic typeface, to highlight a word or phrase, punctuation should appear outside of the quotation marks. A parenthetical phrase or statement at the end of a sentence is punctuated outside of the closing parenthesis (like this). (A parenthetical sentence is punctuated within the parentheses.)
- A graph within a graph is an “inset”, not an “insert”. The word alternatively is preferred to the word “alternately” (unless you really mean something that alternates).
- Do not use the word “essentially” to mean “approximately” or “effectively”.
- In your paper title, if the words “that uses” can accurately replace the word “using”, capitalize the “u”; if not, keep using lower-cased.
- Be aware of the different meanings of the homophones “affect” and “effect”, “complement” and

“compliment”, “discreet” and “discrete”, “principal” and “principle”.

- Do not confuse “imply” and “infer”.
- The prefix “non” is not a word; it should be joined to the word it modifies, usually without a hyphen.
- There is no period after the “et” in the Latin abbreviation “et al.”.
- The abbreviation “i.e.” means “that is”, and the abbreviation “e.g.” means “for example”.

An excellent style manual for science writers is [7].

## IV. USING THE TEMPLATE

After the text edit has been completed, the paper is ready for the template. Duplicate the template file by using the Save As command, and use the naming convention prescribed by your conference for the name of your paper. In this newly created file, highlight all of the contents and import your prepared text file. You are now ready to style your paper; use the scroll down window on the left of the MS Word Formatting toolbar.

### A. Authors and Affiliations

**The template is designed for, but not limited to, six authors.** A minimum of one author is required for all conference articles. Author names should be listed starting from left to right and then moving down to the next line. This is the author sequence that will be used in future citations and by indexing services. Names should not be listed in columns nor group by affiliation. Please keep your affiliations as succinct as possible (for example, do not differentiate among departments of the same organization).

1) *For papers with more than six authors:* Add author names horizontally, moving to a third row if needed for more than 8 authors.

2) *For papers with less than six authors:* To change the default, adjust the template as follows.

a) *Selection:* Highlight all author and affiliation lines.

b) *Change number of columns:* Select the Columns icon from the MS Word Standard toolbar and then select the correct number of columns from the selection palette.

c) *Deletion:* Delete the author and affiliation lines for the extra authors.

### B. Identify the Headings

Headings, or heads, are organizational devices that guide the reader through your paper. There are two types: component heads and text heads.

Component heads identify the different components of your paper and are not topically subordinate to each other. Examples include Acknowledgments and References and, for these, the correct style to use is “Heading 5”. Use “figure caption” for your Figure captions, and “table head” for your table title. Run-in heads, such as “Abstract”, will require you to apply a style (in this case, italic) in addition to the style provided by the drop down menu to differentiate the head from the text.



Text heads organize the topics on a relational, hierarchical basis. For example, the paper title is the primary text head because all subsequent material relates and elaborates on this one topic. If there are two or more sub-topics, the next level head (uppercase Roman numerals) should be used and, conversely, if there are not at least two sub-topics, then no subheads should be introduced. Styles named “Heading 1”, “Heading 2”, “Heading 3”, and “Heading 4” are prescribed.

### C. Figures and Tables

a) *Positioning Figures and Tables:* Place figures and tables at the top and bottom of columns. Avoid placing them in the middle of columns. Large figures and tables may span across both columns. Figure captions should be below the figures; table heads should appear above the tables. Insert figures and tables after they are cited in the text. Use the abbreviation “Fig. 1”, even at the beginning of a sentence.

TABLE I. TABLE TYPE STYLES

Table Head	Table Column Head		
	Table column subhead	Subhead	Subhead
copy	More table copy <sup>a</sup>		

<sup>a</sup> Sample of a Table footnote. (*Table footnote*)

Fig. 1. Example of a figure caption. (*figure caption*)

**Figure Labels:** Use 8 point Times New Roman for Figure labels. Use words rather than symbols or abbreviations when writing Figure axis labels to avoid confusing the reader. As an example, write the quantity “Magnetization”, or “Magnetization, M”, not just “M”. If including units in the label, present them within parentheses. Do not label axes only with units. In the example, write “Magnetization (A/m)” or “Magnetization {A[m(1)]}”, not just “A/m”. Do not label axes with a ratio of quantities and units. For example, write “Temperature (K)”, not “Temperature/K”.

### ACKNOWLEDGMENT (*Heading 5*)

The preferred spelling of the word “acknowledgment” in America is without an “e” after the “g”. Avoid the stilted expression “one of us (R. B. G.) thanks ...”. Instead, try “R. B. G. thanks...”. Put sponsor acknowledgments in the unnumbered footnote on the first page.

We suggest that you use a text box to insert a graphic (which is ideally a 300 dpi TIFF or EPS file, with all fonts embedded) because, in an MSW document, this method is somewhat more stable than directly inserting a picture.

To have non-visible rules on your frame, use the MSWord “Format” pull-down menu, select Text Box > Colors and Lines to choose No Fill and No Line.

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The template will number citations consecutively within brackets [1]. The sentence punctuation follows the bracket [2]. Refer simply to the reference number, as in [3]—do not use “Ref. [3]” or “reference [3]” except at the beginning of a sentence: “Reference [3] was the first ...”

Number footnotes separately in superscripts. Place the actual footnote at the bottom of the column in which it was cited. Do not put footnotes in the abstract or reference list. Use letters for table footnotes.

Unless there are six authors or more give all authors’ names; do not use “et al.”. Papers that have not been published, even if they have been submitted for publication, should be cited as “unpublished” [4]. Papers that have been accepted for publication should be cited as “in press” [5]. Capitalize only the first word in a paper title, except for proper nouns and element symbols.

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# Principles of Contract Law Underlying Business Activities in the Globalization Era

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**Abstract**—This paper analyzes the principles of business contracts in the era of globalization in Indonesia. Normative law is used in designing the study in this paper. The results show that the principles of contract law are the foundation for the conduct of business activities in Indonesia. The principle of contract law is regulated in the Indonesian Civil Code and continuously existed and developed in the world of transactions in the era of globalization of the free market. Essential and generally applicable contractual principles for every business contract in this era of globalization are freedom of contract, agreement of the parties, agreements that bind the parties with good ethics. Contract law plays a vital and strategic role in business activities, both in starting a business relationship, maintaining the implementation of business transactions and in resolving business disputes. Therefore, contracts/agreements are the main framework used as a basis for determining relationships for economic actors.

**Keywords**—legal principles; contract law; business activity; globalization era

## I. INTRODUCTION

In the last two decades, people's life and behavior tends to change. It caused by various factors and due to various needs, such as globalization of economic, communication and information and market needs.

The shift and change themselves are essentially simultaneous, which almost cover all aspects of life including economic life. In this matter, science and technology are also always advancing by providing renewal and change to people and society. Updates provided by science and technology that greatly affect the pattern of life in the community, including life in the business community.

Changes in the pattern of life in the community either directly or indirectly will also affect the values that are considered true, fair and unfair, appropriate and inappropriate. The development of science, knowledge and technology has made the world closer. The influence of globalization, transportation and communication, has given a different color to the state of the past. The future look into the twentieth century although it is still difficult to project in detail, but it can already be described for the first twenty years. It is not difficult to guess what will happen in those days. Especially the community order will change a lot, especially if it is followed

by developments in the world's major economies, such as North America, European Economic Community, Asia Pacific and so on. Positive and Negative come with uncertainty. This projection is not a baseless prediction, but a projection of anticipation [1].

When examined the real cause of this economic downturn is has violated the rule of law by arbitrarily due to greed which is used as a reference act of market actors who often double positions as rulers, or holding the apparatus as a partner. The provisions of legislation on which economic activity is based are ignored without hesitation, and even more woefully law enforcement efforts in this country still in the stage of preliminary. This condition is further exacerbated due to the understanding that accuracy diverges, that the legislation created by the authorities is more regulatory which is almost pitched and not aimed at facilitating the market to grow naturally. The emergence of the assumption that the country is optimally possible to intervene in every line of business activity, it really will only stoke the market more, and in turn the economic order becomes no longer good.

The thing needs to be underlined, due to business activity in the market is a blessing and inspired of the will of the parties that are fighting the deal until there is agreement and because the relation is framed in contract ties. This means any business activity anytime and anywhere, will always be based on the agreement [2].

Framing The Business with a legal framework that of course this part became Lawyer's claim. This implies that agreements made by the parties in business activities are the law of which the main source. While the duty of the ruler should only provide signs of legislation which is facilitating for the market to grow more conducive. Similarly, the judicial apparatus, should act in favor of the smoothness of transactions and seek to help remove obstacles, instead of making it hard to find something that is actually easy. On the other hand Lawyer or other legal practitioners, a challenge to be able to provide juridical container and security for business activities which is increasingly complicated through the techniques of contracting, so that their professionalism is ready to be at stake. In turn academics where law-enlisted partisans are tasked to produce juridical graduates who excel and think professional especially in the era of increasingly fierce competition due to the rapid flow of globalization.

As it is known that the agreement is the basis for business activities, the main rule is in the Indonesian Civil Code (Burgerlijk Wetboek = BW) book III, relics of the Dutch colonist because it has not been able to make a replacement. If it is listened carefully, in fact the rule of law is mostly very strongly colored by economic aspects, and this has always been recognized and never faded. Even for the present and future such aspects will remain dominant [2]. Nevertheless, the future will still need a more thorough and in-depth assessment of the role and possibilities of the development of the principles of contract law in order to serve as a foundation that provides space for business activities that increasingly fierce competition in the era of globalization, to accelerate the growth and better life of the economy.

From the description above, then the formulations of the problem that become the subject of the study/discussion in this research are:

- What is the role of Contract Law principles in business activities in Indonesia?
- How the implementation of the principles of Contract Law in the regulation of business activities in Indonesia?
- What is the perspective of Contract Law principles that underlies business activity in Indonesia in the era of globalization and free market?

## II. METHOD

This study belongs to a normative law research whose character is with the character and traditions of law; normative research is a hallmark and tradition of law. Thus, I used descriptive content analysis to analyze the law on business contract in Indonesia to examine the notion of its existence within national and international business competition amid the era of globalization. Legal material and related literature to national and international business and their contract law were used as an accurate guidance in obtaining the object of the study.

## III. RESULT AND DISCUSSION

Indonesia as a State of Law (Rechtsstaat) it is fitting that all activities of its citizens are not exempt from business activities subject to or regulated by law. Business activity is an activity that streamlines time and capital in order to gain profit. Equivalent to this understanding is the term of running a company which is an activity that must meet the requirements: 1) that such activity shall be carried out continuously in an uninterrupted sense; 2) such activities are carried out openly in a legal sense; 3) that the activity is undertaken in order to gain profit both for oneself and for others [1].

Therefore, Business Law can be construed as any legal instrument (Law or other Regulation) which regulates every activity of running a company [1]. Thus, business law is any legal regulatory tool of economic actors / parties that run the company.

In fact, the activity of running a company is a very complex and uninterrupted circuit, thus Business Law should be able to

always provide the various set of rules required by the activities in the community which are constantly evolving and growing. Thus the business must always be able to provide solutions in case of various problems related to business activities in general.

In business activities, the contract has a very important role that is to secure the transaction. It is undeniable that the business relationship starts from the contract. The absence of a contract, no business relationship is possible [3].

The contract or agreement is the basic framework used as the frame of business relations of economic actors, so that the certainty of the rights and obligations of the parties becomes clear and detailed. For a treaty to be valid, as stipulated in article 1320 BW, must meet 4 (four) kinds of requirements namely:

- Agreed between contractors (Articles 1321-1328 BW).
- The parties are capable of doing legal actions (Articles 1329- 1331 BW).
- The nature and extent of the object of the agreement can be determined (Articles 1332- 1334 BW).
- Causes are lawful or permissible (Articles 1335-1337 BW).

To be able to execute the agreement/contract well then there are some legal norms underlying that is called the principles of law. The principle of law is not the rule of concrete law, but is the basic and general mind or is the background of concrete rules which lies within and behind every legal system incarnate in the legislation and judgment which is a positive law and can be argued by looking for common traits in these concrete rules. The function of legal science is to seek this legal principle in positive law [4].

The law of contract (contract law) contained in book III BW, with its open system of law which provides for the parties to enter into an agreement to determine the contents of the agreement with a common restriction that is not contrary to the law of decency and public order. This legal system (law of covenant) is based on three pillars of legal principle as a buffer that is the principle of consensualism law, the principle of freedom of contract and the principle of binding strength of the agreement. While the principle of good faith as a legal foundation as a whole also has a role that is not small in the field of contract law [2].

The principle of freedom of contract which became one buffer of contract law as stated in Article 1338 BW, is a very conducive runway to facilitate the pace of business activity. How contract makers are given the discretion of pouring their will according to the goal to be achieved without much shackles that hinder it, so that the desired type of business ties can be contained. Indeed this freedom is not without limit, its ramble is the origin of the contract which is made not contrary to public order, legislation and propriety.

The principle of freedom of contract gives an opportunity to the party (contractor) to contain certain clauses to fulfill their interests, but not infrequently it is exploited by parties who are stronger in position to suppress weaker opponents especially in

standard contracts. This is where it is demanded the expertise of contract design as well as the role of Lawyer, other practical judges of the law will be professionalism.

In connection with Article 1338 BW known as the basic provision of the existence of the principle of freedom of contract, in paragraph (3) is proved unable to escape by the principle of good faith, although it is only radically stated that agreements should be carried out in good faith. Nevertheless, practice shows a precise development that good faith should be perceived as animating the whole of the process of the agreement, not only in execution, but also at the time of the agreement and at the conclusion of the agreement [2]. The principle of freedom of contract and the factual principle of *sunt servanda* are above as important as the existence of customary law, which binds society as an instrument to regulate the order in business activities so that the function of contract law creates the business order in society [5].

To realize a better and worthy balance of a contract of business by the parties based on the principle of freedom of contract, immediately the principle of consensualism with a straightforward and worth accompanying the process of the agreement.

To avoid the existence of various legal issues related to business activities/transactions especially in the era of globalization and free market, then it is necessary to re-actualize the principles of contract law in order to achieve a better and proper transactions. Therefore, in the era of modern trade marked by the usual use of standard contracts (adhesion agreements), then it is natural that the legal community thinks to optimize the standard contract to accommodate the balance of contractual rights and obligations. For this purpose, the principle of freedom of contract to be a transactional matrix requires the development of empowerment of other legal principles of agreement in order to be in line or with certain conditions. Its tasks are among others the framework of the judge's efforts in developing the legal principles contained in the book of law (KUH). Civil Code (BW) considering that the Law is originally created to remain as it is, while the community served continues to fluctuate with bringing with various problems [6]. So it demands the sharpness of the judges' reasoning as well as realizing a fair and definitive dispute resolution [4].

In regard to the open nature of the Law of Contract, knowing, understanding and implementing the principles or principles of contract law/contract law in the era of globalization of Indonesia, among others, can be examined from the system approach. From the above, description can be said that the system is a collection of integrated principles that support a law building that is nurturing sustainability, harmony, no overlap and legal certainty. In this regard, civil law is a sub-system of national law. The Indonesian nation has agreed that the principle of the national legal system is Pancasila (the philosophical principle of the Republic of Indonesia), the 1945 Constitution of the State of the Republic of Indonesia, the constitutional principle and the national development plan program (as the operational basis). In positive law such as the Civil Code and the Commercial Code there are a number of

general, concrete principles whose traits are the elaboration of abstract principles.

National civil law symposium in 1981 has formulated a number of principles of Commercial Law, especially in the law of agreement, among others: 1) the principle of consensualism; 2) the principle of freedom of contract; 3) the principle of agreement has a binding force as law; 4) the principle of the agreement shall not be contrary to the law of morals and public order; 5) the principle of protection against the weak; 6) good ethical principles; 7) principles regarding the terms of the validity of the agreement; 8) the principle of equilibrium; 9) the principle of trust; 10) the principle of equality of law; 11) the principle of legal certainty; 12) moral principles; 13) the propriety principle; and 14) the principles of public interest and public order [7].

These legal principles are also the principles of economic law that are used for business people in the era of globalization [8]. In addition to the above legal principles in business activities in the era of globalization also pay attention to ethics in business is a value that is considered fair and unfair, the value that is considered true and not true, and the value that is considered ethical or unethical [1]. Specifically for legal instruments deemed capable of meeting legal needs in the field of business economic activity must meet the principle of balance, the principle of public supervision and the principle of state intervention on economic activity.

Completing the principles of contractual law existing in the BW, for the judge/judiciary to apply/intervene in terms of giving the cancellation of the agreement more actively and wisely by adopting the *Misbruik Van Omstandigheden* (abuse of circumstances) or the doctrine of Unconscionable ability to be used by the judge to supplement the Indonesian legal system so as to disregard the execution of treaties whose conditions are made unfairly and arbitrarily [2]. This is very possible with regard to our legal system of covenant (book III BW) which embraces an open system.

The participation of Indonesia to join the World Trade Organization (WTO) or General Agreement on Tariffs and Trade (GATT) and based on the Bogor Declaration, not only allows opportunities for Indonesia to enter the world of international trade markets for Indonesia but also required to provide an adequate legal framework for international trade transactions. In this case, the principles respect and benefit each other underlying GATT, WTO, APEC and APTA agreements [9]. It is urgent to be adopted into the legal system of contracts, so contractors, both national and international contractors, have confidence in the existence of legal certainty and fairness in the business activities undertaken.

It was Jeremy Bentham who first revealed the theory of justice (doctrine utility) in the law. According to this doctrine the law should give as much happiness to most people [10]. Bentham's statement can be understood that this law is provided to regulate the transactions of people's lives in order to walk peacefully. In this case it needs to be a balanced arrangement between individual interests and the interests of society. If this principle is applied in business activities especially in the field of patent besides the individual interests in this case the patent

holder, it should also be useful for the wider community, particularly in the spread of patent (technology) [11].

Of course there are still other legal principles of contract, particularly those which are linked with international trade and the principle of sustainable development which can be used in business activities performance that require more in-depth research and assessment.

#### IV. CONCLUSION

Contract law has a vital and strategic role in business activities in Indonesia, whether in starting a business relationship, safeguarding the implementation of business transactions or in settling the business dispute. Therefore, the contract/agreement is the basic framework used as the basis/frame of relationship for economic actors.

The main legal principles of contracting that are the basis of business activities in Indonesia are the principle of freedom of contract, the principle of consensually and the binding principle, such as the Law for its manufacture, essentially set forth in Book III of the Civil Code. In the perspective toward the era of globalization and free market, the principle of contract law will be more extensive and evolve according to the needs of the international business world. Hence, the underlying legal principle is applicable not only for national business contract law but also for contract law in international business transactions.

To avoid the existence of various legal disputes related to business activities, such as those in the era of globalization and free market, it is necessary to re-actualize the principles of contract law to achieve better and fair trade transactions by optimizing the use of standard contracts in business activities.

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