

ROYALTY RESTRUCTURING OF KEPENGEN COFFEE FRAMEWORK IN THE PANDEMIC TIME

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ROYALTY RESTRUCTURING OF KEPENGEN COFFEE FRAMEWORK IN THE PANDEMIC TIME

ABSTRACT

Economic globalization in the last decade is developing very fast, the business world is always moving dynamically, business people are always looking for new breakthroughs in developing their businesses one of which is a franchise system with the principles contained in the franchise agreement, but many businesses are stalled due to co-19 virus pandemic so entrepreneurs must innovate and restructure to support the business. Based on the problems examined by the authors, the research method used in this study is the normative legal research method. legal research methods conducted by examining library materials or secondary data. The result of this paper is that principle of franchising is a pillar in a franchise agreement and the parties in the franchise agreement have adhered to this agreement so that both parties need to fulfill these principles, due to the law that occurs due to a pandemic is a corporate restructuring and temporary agreement changes. The franchisor must think of principles that benefit the franchisee with little risk, and in restructuring the company and agreements, the franchisor must accurately measure the impact of the covid-19 pandemic on the franchisees' outlets.

Keywords: franchising, principles, restructuring

INTRODUCTION

Economic globalization in the last decade has grown very rapidly. The presence of Indonesia in the economy has begun to be glimpsed by many foreign entrepreneurs, which demanded Indonesia to develop in various business sectors. Of course, the rapid economic development also demands the readiness and capability of legal institutions in following economic developments as a result of the globalization of the world economy. The business world is always moving dynamically, business actors are always looking for new breakthroughs in developing their business. This is increasingly felt in the current global era where the expansion of the business world has penetrated the boundaries of space, time and territory of a country.

The current economic position has also been severely affected due to the Covid-19 virus pandemic, which has been increasing in number in Indonesia since February 2020. Many economic activities have stopped all over the world, and this impact is very much felt in Indonesia, both large companies and startups. also with companies with a franchise business model.

Franchise as ⁸ a form of business has received a lot of attention from business people, because it can be a way to increase economic activity and provide opportunities for the economically weak to do business, this means that franchises ¹ can provide employment opportunities, equity and also create community employment.

Franchise is the owner of a trademark, name, trade, trade secret, patent, or product (usually called a franchisor) that grants a license to another party (usually called a franchisee) to sell or service a product under the franchisor's name. Franchisees usually pay some sort of payment. fee (royalty) to the franchisor for the activities they do.¹

According to Susilowati, a franchise is a contract agreement to use the name,

¹⁰
¹ Saliman, Abdul R. 2014. Hukum Bisnis Untuk Perusahaan Teori dan Contoh Kasus. Jakarta: Kencana Prenadamedia Group hal. 58

trademark and logo of a certain company from the franchisor, which includes an overview of its operating regulations by the company that uses (franchise), services provided by the franchisor, and financial requirements.²

This system for some entrepreneurs who wish to develop their business is considered effective and appropriate in developing a company. The emergence of a franchise business certainly brings a logical consequence to the world of law, an adequate legal institution is needed to regulate the business in a country, in order to create legal certainty and protection for the parties involved in this business.

In this franchise, as a license can be said, ²⁶ as part of the compliance of the business partner with the rules of the game given by the franchisor, the business partner is given the right to take advantage of ¹ Intellectual Property Rights and the operating system of the franchisor entrepreneur, both in the form of brand use, trademarks, service marks, copyrights on logos, industrial designs, patents in the form of technology, or trade secrets.

The franchisor will then receive a royalty reward for the use of their Intellectual Property Rights and operating systems by the franchisee.

Brands are assets that create value for customers by increasing satisfaction and rewarding quality.³ The advantage that can be obtained from a franchise model business, is that there is no need to build a brand anymore, the franchisor will provide training, coaching, and guidance to the franchisee.

With the current proliferation of franchise businesses, the ¹ government considers it necessary to know the legality and bona fides of the Franchisor's business both from abroad and within the country in order to create transparency of business information that can be optimally utilized by national businesses in marketing goods and / or services with franchising. In addition, the Government can monitor and compile Franchise data both the number and type of business being franchised

² Lantip Susilowati. 2013. Bisnis Kewirausahaan, Yogyakarta: Teras, hal. 49

³ Kartajaya, Hermawan. 2010 Brand Operation. Jakarta : Esensi Erlangga Group. Hal 67

Franchise arrangements have been regulated by the Government by issuing RI Government Regulation No. 16 of 1997 concerning Franchising and ³ Decree of the Minister of Industry and Trade of the Republic of Indonesia Number: 259 / MPP / Kep / 7/1997, dated July 30, 1997 concerning Provisions and Procedures for Implementing Franchise Business Registration, and subsequently amended by ³ Government Regulation No. 42 of 2007, as well as Regulation of the Minister of Trade of the Republic of Indonesia Number: 53 / M-DAG / PER / 8/2012 concerning Franchising.

The explanation regarding franchising has also been regulated in the ⁵ Government Regulation of the Republic of Indonesia Number 42 of 2007 concerning Franchising, which has been defined in ⁷ Article 1 point 1 that "Franchising is a special right owned by an individual or business entity against a business system with business characteristics in in order to market goods and / or services that have proven successful and can be utilized and / or used by other parties based on a franchise agreement. "

The franchise business world will involve several parties, both from the owner or the franchisor who is called the franchisor and the party who is given or receives a franchise called the franchisee.⁴ ¹⁸ Franchisor is an individual or business entity that gives the franchisee the right to utilize and / or use the franchise owned by him.

Business developments that involve more than one party, such as a franchise business, must enter into an agreement as a basis for legal protection. This cooperation agreement is made in the franchise as an aspect of legal protection for the parties from causing harm to other parties.

In order to carry out work, the franchisor certainly needs to pay attention to the franchisee recipient's outlet and needs to evaluate its performance and make a series of improvements, so that it continues to grow and be ⁴ competitive. These improvements will be carried out continuously, so that the company's performance

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⁴ Cita Yustisia Serfiyani, 2015, *Franchise Top Secret*, (Ramuan Sukses Bisnis Waralaba Sepanjang Masa), Yogyakarta: Andi, hal. 15

will get ⁴ better and can continue to excel in the competition, or at least remain sustainable. One of the strategies to improve and maximize company performance is by restructuring.⁵

Many companies actually do restructure to keep up with the times and to consider several parties concerned with the company. Organizational restructuring or organizational design is defined as formal mechanisms by which the organization is managed where the ⁴ organizational structure shows the framework and arrangement of the embodiment of a fixed pattern of relationships between functions, parts or positions as well as people who show, different duties and responsibilities within an organization.⁶

The existence of restructuring will be expected so that a company can increasingly produce a lean, flexible, efficient, responsive structure and respond to problems that previously existed in the company. One example of the restructuring process is the impact of the Covid-19 virus pandemic and the current PSBB regulation by the Government.

Several regions in Indonesia have implemented the PSBB (Large-Scale Social Restrictions) which aims to reduce the level of the Covid-19 virus in Indonesia. The effect of this PSBB regulation by the Government is of course a bad impact for entrepreneurs because of the reduced activity of the community which has an impact on decreasing their income.

The number of businesses affected by the Covid-19 virus pandemic makes entrepreneurs have to innovate and restructure to support the running of the business, and of course the franchise system also experiences it, so Kepengen coffee also carried out many innovations and restructuring during this pandemic. One of the innovations carried out by Kepengen coffee is the Franchise arrangement associated with the payment model, raw materials for the food and beverage menu, the form of outlet working hours, customer service and so on.

²⁰
⁵ Griswanti Lena, 2005, Perlindungan Hukum Terhadap Penerima Lisensi Dalam Perjanjian, Tesis, Universitas Gadjah Mada, hlm. 87.

This pandemic condition itself cannot actually be described as a force majeure, which is a condition that occurs after an agreement is made that prevents the debtor from fulfilling his performance, in which the debtor cannot be blamed and does not have to take risks and cannot predict when the agreement is made. Because all of that before the debtor was negligent to fulfill his performance at the time the situation arose, therefore, the franchisor used another method, namely company restructuring.

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Franchise innovation will also involve the ¹right to use and / or use intellectual property rights or inventions or business characteristics, which is meant by ³intellectual property rights including, among others, brands, trade names, logos, designs, copyrights, trade secrets and patents, and what is meant by business inventions or characteristics, namely the management system, sales or arrangement or distribution methods which are the special characteristics of the owner.

Franchise business the use of intellectual property rights by franchise recipients will be subject to royalty fee payments, Royalty itself is defined as compensation for granting permission to use economic rights, so the creator or right holder will receive a royalty fee.⁸ This royalty is a means of obtaining economic benefits for creators or rights holders. So if other parties use economic rights without permission, of course the creator does not get royalties, which means losing their economic rights, other parties who are not entitled to get financial benefits by illegally commercializing the creator's work. So, it needs protection to creators or rights holders, especially for violations of economic rights.

Kepengen coffee management practice that the existence of this royalty is a fee to lend a license in order to maintain and improve the brand. The franchisor as the owner of Kepengen coffee uses Royaltyfee as one of the terms of the agreement to increase his business. The Royaltyfee payment system agreement model for the Kepengen coffee brand is carried out every month on the 15th, the royalty fee has

⁶ Handoko, T. Hani, 2006, Manajemen Edisi Kedua, BPFE:Yogyakarta

⁷ P.N. H. Simanjuntak, Hukum Perdata Indonesia Cetakan ke- 3, (Jakarta: Kencana, 2017), hal. 295

been calculated by the Franchisor so as not to burden the franchisee.

¹⁷ **PROBLEM FORMULATION**

Based on the above background, the formulation of the problem in this study is the principle of a franchise agreement and restructuring of royalties in Kepengen Coffee related to pandemic conditions.

⁶ **RESEARCH METHOD**

This research is a normative legal research, with a statutory approach method, because the discussion will refer to existing legislation.

DISCUSSION

The franchise agreement that the researchers will use in this study is the Kepengen Coffee franchise agreement for the Purwokerto branch, in this Kepengen Coffee franchise agreement there are several aspects that already exist in this franchise agreement, including:

- a. Date, day and place agreement agreed upon;
- b. Name, address, and some data from each party;
- c. Intellectual property rights and form of business entity;
- d. Characteristics of business and business activities.

Some of the above aspects are in the Kepengen coffee franchise agreement because it is a minimal aspect in a franchise agreement and the writing standard has followed PP. 42 of 2007 concerning franchise agreements in Article 3 and Article 5.

Kepengen Coffee is in the form of a Commanditaire Vennootschap (CV) business entity. With business activities selling beverage products, data in the form of names and KTP numbers have also been written, legally for IPR, especially trademark registration has also been registered.

Then the obligations and rights that will be received by each party are written

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⁸ Jurnal Cita Hukum. Vol. 5 No. 1 June 2017. P-ISSN: 2356-1440. E-ISSN: 2502-230X

in the franchise agreement article 2 to article 5. Article 2 explains that this agreement is in the form of granting licenses and exclusive rights to the coffee maker in Purwokerto.

In the franchise agreement for kepengen coffee, you can find several principles in Kepengen coffee, including:

a. Properly train and set up new franchises.

- 1) This principle can be seen in article 10 of the franchise agreement entitled "Recruitment and Training", the franchisor will schedule direct training at the outlet to be opened, but all costs incurred during training will be borne by the franchisee;
- 2) Not only at the opening of outlets but this training is also allowed if there are old employees who leave and require training for new employees, but when there is product standardization to the making of new recipes, the franchisor will bear the costs incurred;
- 3) The purpose of this training itself is to maintain operational standards and quality control for each new Kepengen coffee shop that has just opened, this training is also given every time a recipe is added;
- 4) If seen in PP. 42 of 2007 regarding franchising, we can see in article 8 it reads "Franchisors are ⁶ required to provide coaching in the form of training, management operational guidance, marketing, research, and development to the Franchisee on an ongoing basis.";
- 5) In-person training is carried out for 4 days at the Kepengen Coffee shop which is ready to operate, the training conducted by the franchisor to the franchisee includes:
 - i. Train making beverage product recipes;
 - ii. Train the use of cashier and accounting systems;
 - iii. Train standard operating procedures from Kepengen coffee;
 - iv. Train and help on the first opening day;
 - v. Train standard operating procedures for hygiene at Kepengen

coffee;

vi. Train product ordering ingredients standard.

6) This training is provided so that franchise recipients can run the system correctly from ordering raw materials, manufacturing products, recording sales, to applicable operational standards such as cleanliness to greeting methods;

7) Coaching is carried out in 2 forms, namely offline and online if it is not possible to do it offline.

b. Measuring franchise performance and evaluation of franchise financial performance on a scheduled basis.

1) In addition to preparation and training, the franchisor also routinely conducts unannounced inspections of the franchisor's outlets, the goal is that the franchisee can continue to follow the standard operating procedures of the franchisor.

2) In addition to training from the franchisor's management, it will also carry out routine checks on the sales of each kepengen coffee outlet, the management will recap the sales data of each outlet every month and will hold a meeting if there is an outlet that is having trouble in any way. The objectives of the performance evaluation consist of:

- i. Increase ² mutual understanding between employees about performance requirements;
- ii. Recording and acknowledging the work results of an employee, so that they are motivated to do better, or at least have the same achievement as previous achievements;
- iii. Provide opportunities for employees to discuss their wants and aspirations and raise awareness of their current career or job;
- iv. Defining or redefining ² future goals, so that employees are motivated to achieve according to their potential.
- v. Examine the implementation and development plan according

to the training needs, specifically the training plan, and then approve the plan if there are no things that need to be changed.

- vi. The purpose of measuring franchise performance and evaluating the financial performance of the franchise itself is a form of supervision from the franchisor to see whether the Kepengen coffee shop is running well, if it does not work well then the franchisor will hold meetings and provide guidance to franchise recipients such as product marketing, product training, to standard operational procedures that need to be carried out.

In Government Regulation No. 42 of 2007 concerning franchising, it is also explained in CHAPTER IV Article 14 with the title Development and Supervision with the following criteria:

- a. The Government and Regional Governments conduct Franchise development. The guidance as referred to in paragraph (1) includes, among other things, the provision of:

- 1) Franchise education and training;
- 2) Recommendations for utilizing marketing facilities;
- 3) Recommendations for participating in Franchise exhibitions both domestically and abroad;
- 4) Consulting assistance through business clinics;
- 5) Award to the best local Franchisor; and / or
- 6) Capital strengthening assistance.

Measuring the performance of the franchisee can help the franchisor to see which outlets are operating well and which outlets are experiencing difficulties, by looking at the number of sales and performance of outlets that are experiencing difficulties, the franchisor can provide consultation with these outlets, what problems they are dealing with in an effective way of marketing.

Principle Franchisors can achieve a profitable ROI without having to deliver outstanding performance. ROI stands for Return On Investment, meaning ROI or

Return on Total Assets is a measurement of the overall company's ability to generate profits with all the assets contained in the company.⁹

²² Return On Investment (ROI) is the company's ability to generate profits from investment". The greater the ROI shows the better the company's performance, so it is natural that shareholders expect the distribution of cash dividends if the ROI increases.¹⁰ The ROI calculation is given by the franchisor's management since the proposal stage, with the hope that the franchisee can calculate the ROI required from the state of their respective outlets.

The ROI calculation itself before the contract signing agreement will be assisted by the franchisor to help calculate the ROI of Kepengen coffee shops with conditions that adjust the wishes of the prospective franchisee. The ROI calculation table itself will be attached on the attachment page.

The Kepengen coffee franchise agreement itself has also been written in full, the prohibitions on the prohibition for the franchisee, and what rights are received by the franchisee. So that when one of the parties violates the applicable provisions it will refer to the franchise agreement article 23 concerning dispute resolution.

The settlement of this dispute is carried out in the form of deliberation before using legal channels to the public court and in the kepengen coffee franchise agreement it is also written that the parties agree that all businesses have risks.

Principles of Marketing Area and business location. The principle is carried out so that franchisees have their respective locations to make sales, and to avoid unfair competition against other franchise recipients who hold the same brand. The location of the business before being opened by the franchisor's outlet must pass checking and approval by the franchisor to avoid the location of the outlets that are too close together. If the franchisee forces to open a location adjacent to another franchisee, it must be approved by the franchisee who opened earlier.

⁹ Agus Sartono. 2010. Manajemen Keuangan Teori dan Aplikasi. Edisi 4. Yogyakarta: BPFE hal.73

¹⁰ Sutrisno, Edi. 2009. Manajemen Sumber Daya Manusia Edisi pertama. Jakarta: Kencana Prenada Media Group hal.10

The regulations of the franchisor regarding the marketing area and business location are that each city has a maximum limit for opening outlets. The location of each outlet must be at least 4 km in radius. Changes in business location are allowed but must report back to the franchisor first, for double checking.

With the principle of regulating the marketing area and business location, the franchisor aims so that franchisees can compete fairly and have their respective marketing areas.

Principle of Franchise Fee and Royalty Fee Payment. Royalty is often called continuous franchise money. The money is a payment for ongoing services provided by the franchisee.¹¹ The amount of royalty fee payments is linked to a certain percentage calculated from the amount of production and / or sale of goods or services that contain franchised Intellectual Property Rights.¹²

The principle of paying franchise fees and royalty fees has also been regulated in article 8 and article 9 of the kepengen coffee franchise agreement, for the franchise fee payment itself will be paid when the franchise agreement is signed, and a royalty fee will be paid every month after the outlet opens.

The system for royalty fees has also been calculated by the franchisor so that it does not burden the franchisees, and this royalty system is used because the franchisees use intellectual property rights.

In addition to the use of intellectual property rights, the franchisor also uses these funds to continue to innovate needed, so that the brand image and business development of Kepengen coffee does not stop at one point but can continue to grow so that franchise recipients can more easily make sales, in addition to development. brand image, funds from royaltyfee are also used for development through marketing, the franchisor uses royalties as a way for Kepengen coffee to continue to grow.

Looking at the above principles, we can see that the Kepengen Coffee

¹¹ Darmawan Budi Suseno, 2007 *Sukses Usaha Waralaba*, Cakrawala, Yogyakarta. Hal. 19

¹² Widjaja Gunawan, 2004, *Lisensi atau Waralaba*, Rajawali Pers, Jakarta hal. 177

franchisor itself has considered many things and has a goal so that the Kepengen coffee shops opened by franchise recipients can run well and smoothly.

These principles are also a guide between the franchisor and the franchisee, and these principles are also the SOP (Standard Operational Procedure) of Kepengen coffee so that each Kepengen Coffee outlet can maintain the brand image of the Kepengen Coffee business, which of course is not detrimental. the recipient of the Kepengen coffee franchise at other outlets or branches, by maintaining the brand image, it is hoped that the parties from Kepengen Coffee can continue to compete in a healthy manner and can achieve ROI sooner or later.

Legal repercussions and on franchise agreements in pandemic conditions

This virus pandemic has had a huge impact on businessmen with a number of areas that have implemented the PSBB (Large-Scale Social Restrictions) which has reduced many community activities.

The results of this study are that the franchisor has seen and anticipated what will happen with the implementation of the PSBB and the increasing number of Covid-19 patients so that the franchisor has distributed the latest circular to franchisees in early April because he saw the increasing spread of the Covid-19 virus. 19 in Indonesia.

Some of the points conveyed in the circular letter were a reduction in Royaltyfee of 500,000 rupiah from the original 1,000,000 rupiah, the purpose of this cut was to reduce the burden on franchisees during this pandemic.

In addition, there is also a policy for purchasing raw materials at a discount of 10% during the pandemic, which is where this regulation takes effect from 1 April - 1 July 2020. There are also a number of points conveyed that franchise recipients are required to follow the protocol regulations of each applicable region, such as the use of masks, up to the applicable operational hour deadline.

Researchers also asked whether any outlets were closed during this pandemic and whether the closure of outlets was a force majeure, in this case the franchisor

explained that in fact the current position was not said to be a force majeure because this virus pandemic actually did not come suddenly and its movement gradually.

So in the agreement the parties can anticipate first, so that in addition to a few points from the circular letter to cut the operating expenses of the franchisor as management, it can start existing efforts so that the franchisee can sell each outlet so that it does not decline.

These efforts include issuing new innovative products such as drinks made from ginger and ginger, which are spices that can strengthen the immune system, as well as seeing the convenience of customers such as online payment methods that have been provided and online ordering methods have also been prepared. This effort was carried out so that the closure of outlets during this pandemic could not be mentioned as one of the reasons for force majeure by the franchisee.

From this research, it is hoped that we can gain knowledge that there are several legal consequences that have changed from the agreement that was agreed upon from the start. Some of the changing legal consequences are seen in Article 9 regarding Royalty Fee in the Kepengen coffee franchise agreement which states,

"For granting the right to run a Kepengen business as referred to in Article 2 at a Business Location, FRANCHISOR is charged to pay a royalty fee of Rp. 1,000,000 (one million rupiah) per month."

The consequence of the agreement, which was originally every month, the franchisee was required to pay a royalty fee of 1,000,000 rupiah, but during this pandemic it was only 500,000 rupiah. By seeing the change in the Royalty fee, it means that we can see that the franchisor is restructuring the agreement even though it is temporary in nature, with the aim that the franchisees are not burdened by the royalty fee during the pandemic.

In making amendments or restructuring of this agreement, the Franchisor has provided information via a circular to all franchisee, this circular will be attached on the attachment page.

The researcher also saw article 22 regarding Force Majeur in the Kepengen

coffee franchise agreement, in this article it was explained that the force majeure in the form of natural disasters, wars, blockades, rebellions, sabotage, civil unrest. So there is no pandemic condition this virus cannot be used as a force majeure reasons.¹³

Franchisors have restructured the system by preparing and making new innovations with the aim that franchise recipients can survive during the Covid-19 pandemic.

KESIMPULAN

The franchise agreement from Kepengen coffee includes the terms and conditions in an agreement, and from the Kepengen coffee agreement we can take several principles that are applied, among others train and prepare franchise new correctly, measure franchise performance evaluation of franchise financial performance on a scheduled basis. Equality before the law Marketing area and business location franchisors can achieve a profitable ROI without having to deliver outstanding performance. Franchise Fee Payment and Royaltyfee.

These principles will be the pillars in a franchise agreement and the parties to the franchise agreement have already adhered to this agreement so that both parties need to fulfill these principles. The legal consequences of the agreements agreed during this virus pandemic There are several changes that are temporary in nature, with the aim of reducing the cost burden of each kepengen coffee shop. Forms of renewal of this franchise agreement, including: Payment of a royalty fee of 500,000 rupiah from the previous 1,000,000 rupiah per month. The arrangement of franchise outlets follows all the requirements set by the government regarding the Covid-19 pandemic, for example Working hours from 12:00 to 20:30 (one shift is made) Payment model with the online payment system Ovo, Gopay) Social Distancing (minimum distance setting 1 meter) Ordering system (online ordering system and take away only)

¹³ P.N. H. Simanjuntak, Hukum Perdata Indonesia Cetakan ke- 3, (Jakarta: Kencana, 2017), hal. 295

RECOMMENDATION

Franchisor should consider the principle of long-term benefits so that franchisees can also benefit more and have less risk.

The agreement made between the parties needs to be made a decision that contains the franchisor must measure accurately following the impact of the Covid-19 pandemic such as government regulations in ⁶the Minister of Health Regulation No.9 of 2020 and the regulations of the respective regional heads. In accordance with what happened at each franchise outlet. This is then manifested by the franchisor to the franchisee in the form of a circular that has been distributed regarding information about force majeure during this pandemic.

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²⁴ Agus Sartono. 2010. Manajemen Keuangan Teori dan Aplikasi. Edisi 4. Yogyakarta: BPFE

²³ Anwar Prabu Mangkunegara. 2005, Evaluasi Kinerja Sumber Daya Manusia, Penerbit Refika Aditama, Bandung

⁵ Cita Yustisia Serfiyanti, 2015, *Franchise Top Secret*, (Ramuan Sukses Bisnis Waralaba Sepanjang Masa), Yogyakarta: Andi

¹³ Darmawan Budi Suseno, 2007, *Sukses Usaha Waralaba, Cakrawala*, Yogyakarta. Hal. 19

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