



## Implementation of Cooperation Agreement Between Widya Mataram University and Bahana Batik in Copyright Protection of Widya Mataram University Batik Design

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### *Abstract*

Batik is a fabric that has enormous differences from other kinds of fabric in design and manufacturing aspects. The Batik design is a masterpiece, created in the form of image design with unique characteristics, which has a copyright that is bounded to be protected by the law. This study focused on the copyright protection of Batik design. The purpose of this study is to learn the implementation of an agreement between Widya Mataram University and Bahana Batik as well as to find out the legal protection of batik design copyright in the cooperation agreement. This research uses the empirical research method with a juridical approach which is conducted by collecting data from interviews and by studying the agreement document which is further analyzed qualitatively. The results showed that the agreement was done under the hands and regulated the rights and obligations in the uniform procurement agreement. However, the agreement only regulates the prohibition for the use of the Widya Mataram Logo and does not include copyright ownership of batik design, thus the copyright of the batik design remains owned by Bahana Batik in accordance with Article 36 of undang-undang No. 28 of 2014 about Copyright.

**Keywords:** Batik, Copyright, Cooperation Agreement

### **A. Introduction**

Batik is an art that has high artistic value and has become part of Indonesian culture, especially for Javanese people since ancient times. Batik is a fabric material used to make clothes, both in the form of clothes and Kebaya cloth used by women. The ancient Javanese women made batik as an exclusive livelihood at that time.

Nodays, batik has become one of fabric that is widely used by Indonesian people for school uniforms, office uniforms, both for official events and casual events. Indonesian people are very proud of their handmade batik product. The use of the batik uniform is intended to instill a sense of love and pride toward Indonesian culture to the entire nation. Likewise, Widya Mataram University uses batik as a uniform for its employees, as a small concrete action to participate in contemplating, preserving, and developing batik culture.

In Yogyakarta, there are many batik villages that are still consistent in maintaining the cultural heritage, one of them is Giriloyo area which is located in Wukirsari Village, Imogiri, Bantul or often known as Yogyakarta Batik Village.<sup>1</sup> The type of batik produced

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<sup>1</sup> Jogja Cars, Inilah Kampung Batik Jogja Yang Unik dan Menarik Untuk Dikunjungi, <https://jogjacars.com/wisata-jogja/kampung-batik-jogja>, diakses 23 November 2021



in Batik Village is written batik. They make written batik more often than stamped Batik, only about 5% of the total of product is stamped and usually produced by order. In a month Kampung Batik can produce up to 100 written Batik.<sup>2</sup>

There are also batik producer in Kulonprogo area beside the Imogiri Bantul, which is famous for its “geblek renteng” batik motif, a batik motif that resembles the shape of “geblek”, typical food of Kulon Progo. The shape is in the form of a figure eight pattern. Geblek is a processed food made from cassava and is a typical food that becomes the identity of Kulon Progo, while “renteng” means joint or bond with each other when fried.<sup>3</sup>

Batik art work is one of the works that is protected by copyright as regulated in Article 40 letter J of Law Number 28 Year 2014, Concerning Copyright (hereinafter referred as UUHC). In the Elucidation of Article 40 letter J of the UUHC, The term "batik art works" means a contemporary batik motif that is innovative, contemporary, and not traditional. The work is protected because it has artistic value, in relation to the image, style, as well as color composition.<sup>4</sup>

Copyright is a right owned by the Author or Holder of the rights to the work or product they make to be published with the aim of protecting the work or product both from an economic and moral perspective. The works protected by copyright are works of art, literature and science. The law stated that Copyright means an exclusive right of the author vested automatically on the basis of declaratory principle after Works are embodied in a tangible form without reducing by virtue of restrictions in accordance with the provisions of laws and regulations.<sup>5</sup> Copyright vested automatically, meaning that when works are embodied in tangible form, the copyright is automatically attached to the works, no need to be registered by the Ministry of Law and Human Rights as the authorized agency, which is known as the declarative principle.

Basically, an agreement occurs in the society, even it's become a habit in every legal relationship to give assurance for the parties who made the agreement. The agreement creates legal connection called as engagement. Legal agreement is legal engagement

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<sup>2</sup> *Ibid.*

<sup>3</sup> 10MotifbatikPalingpopulardiIndonesia,adminlendah, <https://lendah.kulonprogokab.go.id/detil/177/10-motif-batik-paling-populer-di-indonesia>, diakses pada 04/04/2022

<sup>4</sup> Penjelasan Pasal 40 huruf j Undang-Undang Nomor 28 Tahun 2014 Tentang Hak Cipta

<sup>5</sup> Khoiril Hidayah, 2012, *Hukum HKI Hak Kekayaan Intelektual Di Indonesia*, UIN-Maliki Press, Malang, hal.42



regarding treasure between two parties. In which one party promises or assumed made promise to do something, while the other party requiring the implementation. <sup>6</sup>

The legal agreement requires freedom of contract principles. Freedom of contract mean enforceable between the parties involved to establish and approve the clauses of the agreement, without any interference from other parties.<sup>7</sup> The principle freedom of contract stated on Article 1338 paragraph 1 Civil Code which reads: All legally executed agreements shall bind the individuals who have concluded them by law.

Based on the description above to know deeper about the cooperation agreement for uniform procurement and legal protection for batik motifs, the authors are interested in conducting a research entitled "Implementation of cooperation agreement between Widya Mataram University and Bahana Batik in copyright protection of Widya mataram university Batik design" with following problem statements:

1. How is the implementation of the cooperation agreement for uniform procurement between Widya Mataram University and Bahana Batik?
2. How is the legal protection of batik motifs copyrights in the agreement between Widya Mataram University and Bahana Batik?

## B. Research Method

The type of research used is the empirical method, with a juridical approach, in which research aims, is to find theories regarding the process of occurrence and process of working law in the community by reviewing the articles of legislation and the experts' opinions.

Sources of data in this research are primary and secondary data sources. Primary data is data obtained directly through interviews or field surveys related to community behavior. While secondary data is data obtained through library research. <sup>8</sup> In legal research, secondary data can be classified into 3 characteristics of binding strength; Primary legal materials, Secondary legal materials, legal materials that provide explanations

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<sup>6</sup> Wirjono Projodjodikoro, 1981, *Azas-Azas Hukum Perjanjian*, Bandung, PT. Bale Bandung, hal. 9.

<sup>7</sup> Sutan Remy Sjahdeini, 1993, *Kebebasan Berkontrak dan Perlindungan yang Seimbang Bagi Para Pihak Dalam Perjanjian Kredit Bank di Indonesia*, PT Macanan Jaya Cemerlang, Jakarta, Hal. 11

<sup>8</sup> Zainuddin, 2009, *Metode Penelitian Hukum*, Cet-Ke-1, Sinar Grafika, Jakarta, hal. 23.



for primary legal materials, and Tertiary legal materials, materials that provide instructions for primary and secondary legal materials. For example: dictionaries and encyclopedias.

The data collection technique used in this research was from primary data by conducting interviews. While Secondary data was collecting by documenting books, journals, scientific papers, dictionaries, encyclopedias and documents related to research problems sourced from primary legal materials, secondary legal materials and tertiary legal materials.<sup>9</sup>

The data analysis technique used in this research is descriptive qualitative. The analysis using descriptive analysis means that in analyzing the researcher wishes to provide an overview and explanation both of the subject and object of research as the results of the research, while the analytical approach uses qualitative analysis approach, which is data analysis does not use numbers but uses descriptions with words on the findings and therefore prioritize the quality of data and not quantity.<sup>10</sup>

### C. Results and Discussion

#### 1. Implementation of the Agreement between Widya Mataram University and Bahana Batik

Bahana Batik was founded in 2010, At the beginning, the establishment of Bahana Batik because they really like fashion and finally decided to focus on learning how to make good batik designs, printing rightly, and coloring different fabrics. Bahana Batik began to introduce its products to domestic market and to other countries such as Japan, Jeddah, Singapore, and Korea. Bahana Batik produces 2 (two) motifs, classic motifs and contemporary motifs, classic motifs colored with natural materials and contemporary motifs using natural colors and artificial colors.<sup>11</sup>

Bahana Batik takes various orders both large and small parties, such as agency uniforms and custom. More over Bahana Batik also provides traditional and modern batik, hand drawn batik, stamped, sogan, or a combination of stamped and hand drawn. The products offered by Bahana batik are batik cloth or batik fabric, kebaya, kaftans, brocade batik combination, plain batik combination and other products such as formal

<sup>9</sup> Muhaimin, 2020, *Metode Penelitian Hukum*, Cet. Ke-1, Mataram University Press, Mataram NTB, hal.95

<sup>10</sup> Ibid., hal. 103

<sup>11</sup> Wawancara dengan Bahana Batik



clothes, long and short sleeve batik, casual, children's clothes, shirts, jackets, blazers, etc. For the price, these batiks are sold at relatively cheap price depend on the type, motif and fabric. The price range for batik cloth starts from Rp. 85,000 - millions, for stamp batik, it starts from Rp. 85,000 - Rp. 150,000, - Meanwhile, for the hand drawn stamp combination from Rp. 150,000 - Rp. 200,000, - and contemporary batik is priced from Rp. 200,000. – IDR 300,000,- depend on the design and color.<sup>12</sup>

Bahana Batik made a cooperation agreement with Widya Mataram University regarding the procurement of batik cloth uniforms, in which Widya Mataram University ordered custom batik cloth from Bahana Batik in which the motif contained the Widya Mataram University logo. However, in the agreement there is no Batik Motif Copyright which is important because there is a Widya Mataram University logo.

The agreement of the batik uniforms procurement for Widya Mataram University employees and Bahana Batik in principle meets the requirements of Article 1320 of the Civil Code, namely:

#### 1. Subjective Conditions

The parties or also known as the subject of the agreement are Widya Mataram University Yogyakarta (consumer) in this case represented by Eman Darmawan, S.TP., M.P. born in Tasikmalaya, August 25, 1967, Position as Vice Rector II, Office in Dalem Mangkubumen KT. III/237, Kadipaten, Kraton Subdistrict, Yogyakarta, Hereinafter act as his position for and on behalf of Widya Mataram University as the First Party and subsequently in collaboration with Bahana Batik (producer) represented by Erwin Yuniati, SH, Owner of Bahana Batik , domiciled in Blawong II RT. 003 Trimulyo, Jetis, Bantul, Hereinafter acts for and on behalf of himself and/or on behalf of the Leader of Bahana Batik,<sup>13</sup> referred as the Second Party. Both parties have both fulfilled the competence, because they are mature so that both of them can carry out legal actions.

#### 2. Objective Conditions

The agreement in this case is the procurement of batik with contemporary innovative motifs from Bahana Batik for the employees' uniforms of the Widya Mataram University. Furthermore, the agreement made by both parties does not contradicting with the law, morality or public order. The agreement made between Widya Mataram University and

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<sup>12</sup> Ibid

<sup>13</sup> Surat Perjanjian Kerjasama antara Universitas Widya Mataram dan Bahana Batik



Bahana Batik contains the provisions stated in the Cooperation Agreement No. /WRII-UWM/IV/2021:

a. Appointment Scope (Article 1)

- 1) Contains the provision that the First Party provides work to the Second Party for the uniforms procurement for the Widya Mataram University employees and the Second Party declares its ability and willing to accept the procurement project for the benefit of the First Party.
- 2) The number of Batik uniforms procurement for the employee is 150 pieces.

b. Term and Value of Goods Procurement (Article 2)

The period of completion of the batik procurement is no later than 1.5 (one and a half) months from the date of signing the agreement, with total cost or price of Rp. 22,500,000.00 (twenty two million five hundred thousand rupiah) which consists of:

- 1) Rp 21,500,000.00 (twenty one million five hundred thousand rupiah) for the procurement of 150 pieces of batik @ 150,000.00 (one hundred and fifty thousand rupiah).
- 2) IDR 10,000,000.00 (one million rupiah) for payment of stamp logo of the Widya Mataram University.

c. Payment (Article 3)

The payment of the Batik procurement price is carried out in 2 (two) stages as follows:

- 1) At the time this agreement is signed, the First Party pays the Second Party 30% (thirty percent) of the batik contract value or Rp. 6,750,000,00 (six million six hundred thousand rupiah) and
- 2) Full payment of 70% (seventy percent) or Rp. 15,750.000,00 (fifteen million seven hundred fifty thousand rupiah) when the goods are finished and delivered.

d. Guarantee (Article 4)

- 1) For the goods or batik, the Second Party provides a guarantee for 1 (one) month, if there are things that are not appropriate, the Second Party will fix it.
- 2) After the work is completed, the rights to the UWM logo belong to the First Party.

e. Matters of Delay (Article 5)



If there is a delay from the Second Party in completing the work from the First Party, the Second Party will be subject to a fine of 10% of the contract value for every 1 (one) week delay.

f. Died (Article 6)

If one of the parties in this agreement dies, then the agreement does not end, but is continued by the heirs or other official's representatives who replace the parties.

g. Disputes (Article 7)

If in the future there is a dispute, the Parties agree to settle it by consensus. However, if what agreed does not reach consensus, it can be proceed to the court at the expense of the complainant.

This Cooperation Agreement is duplicate 2 (two) on originals paper with sufficient stamps and each has the same sound, and has the same legal force and signed by both parties. Thus, this cooperation agreement, seen from its parts, has fulfilled as a contract which contains offers and acceptance offers that are valid for involved parties.

2. *Legal Protection of Batik Motifs Copyrights in the Agreement Between Widya Mataram University and Bahana Batik*

Copyright Law states that Copyright is a right owned by Author or copyright holder of publication work with the aim of protecting the work or product from an economic and moral perspective. Legal protection for Copyright holders is intended to promoting better condition for growth and development the spirit of creation in the fields of science, art and literature.

Based on the data and research conducted by the author in the cooperation agreement for the batik uniforms procurement of the Widya Mataram University employees, Yogyakarta, in terms of legal protection of copyright for batik motifs, it is not stated in details in the agreement related to the rights of batik motifs. The agreement only stipulates the protection of Widya Mataram logo, as regulated in Article 4 paragraph (2) of the Cooperation Agreement which states that "after the work is completed, the rights of UWM logo will belong to the First Party" with a compensation payment of Rp. 100000.00 (ten million rupiah). rupiah) for payment of Widya Mataram University logo stamp as stated in Article 2 paragraph (2) of the cooperation agreement.



As it is known that the motif is a contemporary batik motif as the result of innovation and creativity of Bahana Batik which in this case is in accordance with Article 40 letter j Copyright Law, based on. Article 36 Unless agreed otherwise, the Author and the Copyright Holder to Works produced under an employment relation or based on commission are the party producing the Works.

Based on the article, it is clear that the cooperation agreement for the batik uniforms procurement does not stipulate batik motif copyright, then that right belongs to Bahana as the creator of the batik motif. Thus, Bahana Batik has full rights to the batik motif and automatically has the right to commercialize the motif, to produce and sell to market. The absence of regulation related to the rights of batik motifs in the cooperation agreement is a cost for Widya Mataram University because seen as inadequate institution and loses its authority because the batik motifs can be sold freely by Bahana even without a logo. It is conceivable when Widyamataram University employees wear Batik uniform but the batik motifs are displayed in markets and in Malioboro corridors, or used by wider community, of course, it will reduce the value and authority as a proud identity of an institution. However, the agreement is made based on the principle of freedom of contract so that whatever the content of the agreement is free as long as it is agreed by the parties and does not have conflict with the law, morality and public order.

Basically the ownership of batik motif rights arises automatically since the creation is manifested in a tangible form. Registration of works is not an obligation to obtain copyright. However, both the Author and the copyright holder who register their creation will receive a work registration letter that can be used as initial evidence in court if a dispute against the work arises in the future. Works can be registered with the Copyright office, Directorate General of Intellectual Property Rights-Ministry of Law and Human Rights (Ditjen HKI-KemenkumHAM). According to Article 72 of the Copyright law, every Person who unlawfully and/or without permission of the Author or the Copyright holder infringes the economic rights of the Author shall be sentenced to imprisonment for up to 1 (one) month and/or fine up to Rp1,000,000.00 (one million rupiahs) or shall be sentenced to imprisonment for up to 7 (seven) years and/or fine up to Rp5,000,000,000.00 (five billion rupiahs).



#### D. Conclusion

1. The implementation of uniform procurement cooperation agreement between Widya Mataram University and Bahana Batik was made in writing and under hand and has fulfilled the requirements for a valid agreement both subjectively and objectively based on the principles of the agreement.
2. Batik Motif Legal Protection is in accordance with Article 36 Copyright Law the right of batik motif is owned by Bahana Batik, because in the cooperation agreement there is no clause that includes the right about batik motif. Meanwhile, the right to the logo is Widya Mataram University right based on the clauses contained in the cooperation agreement made by both parties



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