A Juridical Analysis of Legal Protection for the Parties Involved in the Cooperation Agreement for the Establishment of PT Sanford Health Indonesia in Medan City

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Abstract

The establishment of healthcare facilities by the private sector represents active participation in ensuring public access to quality medical services. However, collaborations regarding the establishment of health clinics often encounter legal challenges, particularly concerning legal certainty and the protection of contractual rights. This study aims to analyze the legal framework governing agreements for establishing healthcare facilities in Indonesia, examine the implementation of legal protections for the parties involved, and analyze the obstacles and execution efforts regarding the clinic establishment cooperation agreement involving PT Sanford Health Indonesia in Medan City. The study employs both normative-juridical and empirical-juridical approaches. Data were obtained through the study of statutory regulations and legal literature, as well as primary data derived from interviews with the parties involved in the collaboration and field observations. The findings indicate that although the cooperation agreement was drafted as a legally valid authentic deed, issues such as clause ambiguity, divergent interpretations, and administrative hurdles persisted and hindered implementation. Through strategic measures such as revising the agreement via addenda, securing legal counsel, and strengthening dispute resolution clauses the parties were able to maintain a stable collaborative relationship and ensure proportionate legal protection. The study recommends that the parties involved actively engage legal experts from the initial drafting stage through to implementation. This ensures that every clause particularly those regarding the allocation of rights and obligations as well as dispute resolution is drafted clearly, proportionately, and without ambiguity, thereby providing optimal legal protection for all parties.

***Keywords**:* Cooperation Agreement, Health clinic, Legal Certainty, Legal Protection

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Introduction

Health is a fundamental human need that cannot be overlooked. Every individual requires access to adequate healthcare services to ensure a good quality of life and productivity in daily activities. The Indonesian government has prioritized health within the national development agenda, as reflected in the third Sustainable Development Goal (SDG): ensuring healthy lives and promoting well-being for all at all ages. However, the challenges involved in meeting public health needs are complex, ranging from disparities in access to variations in the quality of healthcare services [3].

Furthermore, health plays a strategic role in supporting the national economy. Healthy individuals possess higher productivity, which ultimately contributes to economic growth. Conversely, an unhealthy population places a burden on social and economic systems due to the increased demand for healthcare services and a decline in workforce productivity. Therefore, investment in the health sector by both the government and the private sector is a crucial aspect of ensuring sustainable national development [8]. The health sector plays a vital role in supporting public well-being and economic growth in Indonesia. Amidst the public demand for quality healthcare services, partnership models between business entities and healthcare providers are increasingly becoming a strategic choice. One such form of collaboration is the establishment of health clinics involving multiple parties through a cooperation agreement. This collaboration yields positive impacts in terms of both service improvements and investment opportunities [10].

However, in practice, cooperation agreements in the healthcare sector often give rise to legal issues, particularly regarding legal certainty and the protection of the parties involved. Ambiguities in agreement clauses such as the allocation of rights, obligations, and liabilities frequently trigger potential conflicts that can hinder the continuity of the partnership and the clinic's operations. Such conflicts may arise from differing interpretations of contract clauses, thereby necessitating robust legal protection for the parties involved [22].

As a strategic region in Indonesia, the city of Medan holds significant potential for the development of the healthcare industry. As a regional economic hub, Medan has attracted substantial investment across various sectors, including healthcare. However, the growth of the healthcare industry in Medan also faces several challenges. High demand for healthcare services is not always matched by the capacity of service providers, in terms of both the number of facilities and the quality of care. Furthermore, regulations and bureaucracy surrounding the development of the healthcare sector often pose obstacles for businesses looking to invest in the region.

PT Sanford Health Indonesia, based in Medan, serves as an example of a company seeking to establish a health clinic through collaboration with strategic partners. However, the success of such a partnership agreement depends not only on business considerations but also on legal certainty and the protection of the involved parties. A common issue is the lack of clear and definitive provisions within the agreement, creating a risk of conflicting interpretations or breaches of contract. Healthcare partnership agreements are considered capable of enhancing efficiency and expanding service reach to the public [5]. If an agreement is poorly drafted, issues such as breach of contract, ambiguous responsibilities, and conflicts of interest may arise. Consequently, a robust legal approach is essential to ensure the sustainability and effectiveness of such partnerships, whether involving private entities or international organizations. Each party brings distinct interests, objectives, and legal perspectives, creating the potential for conflict during the implementation of the agreement.

Ambiguity regarding the subject matter of an agreement is a primary issue frequently encountered in cooperation agreements. When the scope or objective of the collaboration is not defined in detail, it can lead to divergent interpretations among the parties involved. Consequently, the implementation of the agreement often fails to align with initial expectations, ultimately potentially triggering conflict [10]. Breaches of agreement are also common occurrences. In some instances, a party fails to fulfill its obligations such as by missing payment

deadlines, failing to provide agreed-upon facilities, or violating non-compete clauses. Such breaches not only directly harm the aggrieved party but also damage the collaborative relationship as a whole. A lack of optimal legal certainty within a cooperation agreement can negatively impact the continuity of the collaboration itself. When a party feels unprotected by the agreement, they tend to reduce their commitment to the collaboration's execution, which can ultimately hinder the achievement of shared goals [25].

This research focuses on a legal analysis of how to ensure legal certainty and the extent of legal protection afforded to the parties involved in the cooperation agreement, thereby enabling the partnership to yield optimal benefits for all stakeholders. Furthermore, the study contributes to enhancing legal protection for the parties by proposing a clear dispute resolution mechanism and detailing their respective rights and obligations; these elements are intended to serve as a reference for drafting similar cooperation agreements in the future. Consequently, the findings of this research are beneficial not only to PT Sanford Health Indonesia and its partners but also to the healthcare sector as a whole.

Literature Review

2.1 Legal Concept of Cooperation Agreement

The establishment of a limited liability company (PT) is governed by the fundamental principles of contracts as set forth in the Indonesian Civil Code (KUHPerdata). Article 1313 defines a contract as an agreement whereby one or more parties bind themselves to another party. In the context of establishing a PT, a cooperation agreement constitutes an agreement among the parties to collaborate in founding a legal entity that possesses rights and obligations distinct from those of its founders. Article 1320 of the Civil Code also stipulates the requirements for the validity of a contract: mutual consent, legal capacity, a specific object, and a lawful cause [21].

Law Number 40 of 2007 concerning Limited Liability Companies (UUPT) serves as the primary legal basis for establishing a limited liability company (PT) in Indonesia. Article 7 stipulates that a PT is established by two or more persons through a notarial deed drawn up in the Indonesian language. The UUPT also regulates requirements regarding authorized capital, share allocation, and the liabilities of the founders. In the context of collaboration, it is essential to specify the distribution of the founders' rights and obligations within the company's Articles of Association, which constitute an integral part of the deed of establishment [7].

Law Number 6 of 2023 concerning the Enactment of Government Regulation in Lieu of Law Number 2 of 2022 on Job Creation into Law introduces significant changes to the procedures for establishing a Limited Liability Company (PT) by amending provisions within the Limited Liability Company Law (UUPT). A key change is the authorization for micro and small enterprises (UMK) to establish a PT with a single shareholder. This provision offers added flexibility for parties wishing to set up a PT with limited capital, although collaborative efforts in establishing a PT still require a written agreement to govern the legal relationship between the parties [23].

Regulation of the Minister of Law and Human Rights Number 21 of 2021 concerning Requirements and Procedures for the Registration of the Establishment, Amendment, and Dissolution of Limited Liability Company Legal Entities governs the procedure for the ratification of a Limited Liability Company’s (PT) establishment by the Ministry of Law and Human Rights. In the context of a cooperation agreement, the application submission must include documents agreed upon by the parties such as the deed of establishment and the articles of association that reflect the respective rights and obligations of each party under the cooperation agreement [9].

For the establishment of a limited liability company (PT) in the health sector such as a clinic Law Number 17 of 2023 concerning Health serves as an additional legal basis. Articles 28 and 29 stipulate the healthcare service standards that must be met by healthcare facilities.

Cooperation agreements for establishing such companies must incorporate these provisions to ensure regulatory compliance and operational sustainability [2].

2.2 Aspects of Legal Certainty in Agreements

In Indonesian legislation, legal certainty is addressed in Article 1338 of the Civil Code, which affirms that all agreements legally entered into serve as law for the parties involved. This article provides a legal guarantee that agreed-upon contracts will be respected and are enforceable through applicable legal mechanisms [4]. Furthermore, Article 1320 of the Civil Code establishes the requirements for the validity of an agreement: mutual consent, legal capacity, a clearly defined object, and a lawful cause. This principle forms the basis for legal certainty in contractual arrangements, as agreements failing to meet these criteria may be deemed null and void by operation of law [17]. Legal certainty also serves as a foundation for resolving contractual disputes through litigation or arbitration. In this context, judges or arbitrators are required to adjudicate cases based on the agreed-upon contractual clauses, thereby ensuring consistent and predictable legal protection [24].

In the health sector, legal certainty within cooperation agreements is crucial for ensuring operational continuity and protecting the parties involved. Disputes frequently arise due to a lack of legal certainty regarding the allocation of financial and operational responsibilities among the parties. This situation underscores the need for more detailed regulations to support cooperation agreements in the health sector [11]. Legal certainty is also established through regulations that provide guidance for investment cooperation agreements in the health sector, such as Government Regulation Number 28 of 2024 concerning the Implementing Regulation of Law Number 17 of 2023 on Health. These regulations ensure that private sector investments in the establishment of health facilities are protected and operate in accordance with legal provisions [16].

2.3 Legal Protection in Cooperation Agreements

In the context of contractual relationships, legal protection refers to the fair regulation of rights and obligations, as well as dispute resolution mechanisms acceptable to all parties. The objective is to ensure that the agreement is executed properly, free from abuse by any party. Legal protection also serves to provide legal certainty regarding the implementation of the agreement. With the assurance of legal protection, parties feel secure in fulfilling their obligations without fear of suffering losses. This is particularly relevant in cooperation agreements involving significant investment or long-term business relationships [1].

Furthermore, legal protection within contractual relationships encompasses the recognition of agreement clauses mutually agreed upon by the parties. Preventive legal protection refers to measures taken to forestall breaches of the agreement. One form of preventive protection is the drafting of a detailed agreement that addresses all potential risks. Clauses regarding the allocation of responsibility, dispute resolution mechanisms, and sanctions for breaches serve as examples of preventive measures in cooperation agreements. Repressive legal protection refers to measures taken after a breach of the agreement has occurred. This form of protection includes dispute resolution through court litigation or arbitration, as well as the enforcement of sanctions based on the agreement's clauses. Repressive protection aims to redress losses suffered by a party due to a breach of contract [14].

2.4 Dispute Resolution Mechanism in Cooperation Agreements

Litigation is a dispute resolution mechanism conducted through the courts. Resolving disputes via litigation offers a high degree of legal certainty because the resulting decisions carry binding legal force. However, the litigation process is often time-consuming and costly, making it a last resort for the parties involved. Conversely, non-litigation dispute resolution involves alternative mechanisms such as mediation, negotiation, or arbitration. These mechanisms are considered more flexible, efficient, and expeditious than litigation. Arbitration, for instance, is widely used in commercial cooperation agreements because it yields decisions that are both binding and confidential [15].

Mediation is another form of non-litigation frequently employed in cooperation agreements. In mediation, a neutral third party assists the parties in reaching an agreement without the need for court proceedings. The advantage of mediation lies in its ability to produce a "win-win" outcome, thereby preserving good relations between the parties [12]. The chosen dispute resolution mechanism must be tailored to the nature of the dispute and the needs of the parties. Cooperation agreements often incorporate a dispute resolution clause that stipulates the procedures and forums to be utilized in the event of a disagreement [6].

Research Methodology

This study employs a normative-empirical legal research method (socio-legal research) that combines doctrinal and empirical approaches. The doctrinal approach is used to analyze legal norms contained in legislation, while the empirical approach is used to examine the implementation of these norms in the field. A normative juridical analysis (library research) is conducted to examine legislation, legal documents, and literature relevant to the protection of parties involved in cooperation agreements for the establishment of health clinics. An empirical juridical analysis (field research) is carried out through a case study in Medan City, involving interviews with stakeholders and a review of documents concerning legal certainty and the protection of parties regarding such cooperation agreements.

This study employs a normative-juridical approach to analyze relevant legislation and subsequently applies qualitative analysis to data derived from case studies, interviews, and relevant literature adopting an empirical-juridical approach to obtain a realistic picture of the subject matter.

The data sources for this research consist of both primary and secondary data. Primary data were obtained directly through semi-structured interviews and field observations, while secondary data were obtained indirectly. Secondary data comprise primary legal materials such as legislation, the Civil Code, government regulations, and ministerial regulations as well as secondary legal materials (books, scholarly journals, and policy documents) and tertiary legal materials (legal dictionaries and encyclopedias). Interviews were conducted with informants directly connected to the research subject, including legal officials or staff from PT Sanford Health Indonesia, the notary who drafted the cooperation agreement, representatives from the Medan City Health Office, and legal practitioners experienced in contract law and the establishment of healthcare facilities. These interviews were conducted to gather factual information regarding the implementation, challenges, and forms of legal protection associated with the cooperation agreement in question.

The data analysis technique employs a qualitative approach involving data reduction, data presentation, and conclusion drawing. Legal materials are analyzed using a descriptive-qualitative method to identify relevant norms and principles, while empirical data are analyzed thematically to provide a comprehensive overview of the regulatory effectiveness in ensuring certainty and protection for the parties involved in cooperation agreements for the establishment of health clinics.

Results

4.1 Legal Regulation of Cooperation Agreements for the Establishment of Healthcare Facilities in Indonesia

From a normative standpoint, the legal basis for agreements is governed by the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata). Article 1313 states that "An agreement is an act whereby one or more persons bind themselves to one or more other persons." This definition emphasizes that an agreement constitutes a legal act creating a reciprocal legal relationship. In the context of a cooperation agreement to establish a health clinic, this implies that the signatories have consciously and validly bound themselves to fulfill their agreed-upon obligations. Article 1320 further stipulates the requirements for the validity of an agreement: (1) the consent of the parties binding themselves; (2) the capacity to enter into an obligation;

(3) a specific subject matter; and (4) a lawful cause. These four requirements are crucial in cooperation agreements. For instance, consent must arise from free will, devoid of duress, fraud, or mistake. The parties must also possess legal capacity (e.g., not being minors or persons under guardianship), and the object of the agreement must be clearly defined such as the type of health facility to be constructed, capital allocation, and the scope of cooperation. Article 1338 affirms that "All agreements legally entered into shall serve as law for those who make them." This means that once a cooperation agreement is executed in compliance with valid requirements, it holds binding legal force akin to a statute for the parties involved. Consequently, the cooperation agreement serves as the legal basis for the clinic establishment project and provides a source of legal protection should any party commit a breach of contract.

The provisions of the Indonesian Civil Code, specifically Articles 1313, 1320, and 1338, establish a solid legal foundation for the validity of cooperation agreements. However, within the healthcare sector, the substance of such agreements must reflect the principle of prudence and adherence to healthcare service standards. Consequently, the drafting of these agreements cannot be undertaken haphazardly; rather, it requires the involvement of contract law experts and regulators to ensure compliance with applicable legal norms.

The establishment of health facilities in Indonesia is generally governed by Law Number 36 of 2009 concerning Health, which serves as the primary regulation in the health sector. Article 1, point 8, defines a health service facility as a means used to provide health services whether promotive, preventive, curative, or rehabilitative in nature. The establishment of such facilities, including clinics and hospitals, aims to ensure the public's right to safe, high-quality, and affordable health services is met. Consequently, any party planning to establish a health clinic must adhere to the provisions of this Law as the primary legal basis. Article 14, paragraph (1), affirms that the government is responsible for ensuring the availability of health service facilities that are comprehensive, equitably distributed, and affordable for the public. However, Article 15 allows for private sector participation in the provision of health services. This provides a legal basis for legal entities including Limited Liability Companies (PT) to establish and manage clinics or other health facilities, provided they remain subject to the requirements and standards set forth in applicable laws and regulations. Articles 36 and 37 stipulate that health service facilities must meet standards established by the Minister of Health, covering aspects such as buildings, equipment, healthcare personnel, and service quality management systems. These provisions must be incorporated into the cooperation agreement for the facility's establishment so that all parties understand the legal boundaries and obligations inherent in the clinic's operations. Failure to comply with these provisions may result in the revocation of the operational license or the imposition of administrative or criminal sanctions. The Health Law also mandates that the establishment of a health service facility requires a permit from the competent authority specifically the local Health Office or through the Online Single Submission (OSS) system. This requirement ensures that the establishment process is not only valid under civil law but also administratively valid and compliant with technical health regulations.

On the other hand, Law Number 40 of 2007 concerning Limited Liability Companies (UUPT) serves as the legal basis for the corporate entity used to establish a health facility, particularly when the establishment takes the form of a Limited Liability Company (PT). Article 1 paragraph (1) defines a Limited Liability Company as a legal entity constituting an association of capital, established based on an agreement, and conducting business activities with an authorized capital divided into shares. Consequently, the establishment of a health facility by two or more parties can be carried out through the PT corporate structure based on a cooperation agreement. Articles 7 and 8 of the UUPT stipulate that a PT must be established by at least two persons via a notarial deed and ratified by the Ministry of Law and Human Rights. In the context of a cooperation agreement to establish a clinic, the agreement is typically formalized in a notarial deed covering the parties' understandings regarding share ownership structure, profit distribution, clinic management, and dispute resolution mechanisms. The UUPT provides a

clear legal framework for formally regulating the rights and obligations of the PT's founders. The UUPT also governs corporate organs such as the General Meeting of Shareholders (GMS), the Board of Directors, and the Board of Commissioners which play a role in strategic decision-making, including the opening or expansion of health facilities. This mechanism ensures an accountable and transparent structure for managing a clinic operating as a legal entity, while also facilitating oversight of the company's compliance with legal obligations.

Thus, the combination of Law No. 36 of 2009 concerning Health and Law No. 40 of 2007 concerning Limited Liability Companies forms an inseparable legal basis for cooperation agreements regarding the establishment of healthcare facilities. The Health Law provides the substantive framework regarding facility requirements and standards, while the Limited Liability Companies Law offers the institutional and procedural framework for the parties to conduct their collaboration in a lawful and professional manner. Failure to address either of these aspects could result in legal defects in the cooperation agreement or in the operations of the established clinic.

The application of written legal norms such as the Civil Code, Law No. 36 of 2009 concerning Health, and Law No. 40 of 2007 concerning Limited Liability Companies constitutes a manifestation of concrete positive law. The provisions within these regulations establish a formal structure regarding the rights and obligations of the parties involved, covering aspects such as the incorporation of a limited liability company (PT), share ownership, clinic operational permits, and managerial responsibility. In other words, the prevailing legal norms serve as legally binding instruments for the parties involved in the cooperation agreement to establish a healthcare facility.

4.2 Implementation of Legal Protection for Parties Involved in the Cooperation Agreement for the Establishment of a Health Clinic at PT Sanford Health Indonesia in Medan City

Based on interviews with PT Sanford Health Indonesia management and the obtained cooperation agreement, it is evident that the agreement to establish a health clinic in Medan City has been formalized in a valid notarial deed that is binding on the parties involved. The agreement details the division of responsibilities, including capital contributions, the processing of permits, and the management of clinic operations. Regarding legal protection, data indicates that the agreement incorporates clauses covering dispute resolution, force majeure, and mutually agreed-upon administrative sanctions. These clauses serve as a form of preventive legal protection, clarifying the steps to be taken should a party commit a breach of contract. In addition to contractual safeguards, PT Sanford Health Indonesia implements an internal oversight system and a monthly reporting process prepared by a joint management team representing both parties. This mechanism acts as a crucial form of administrative protection for maintaining transparency and accountability. According to the finance department, this reporting practice has minimized potential misunderstandings and serves as a means of clarification before conflicts escalate.

The legal protection provided also encompasses legal aspects concerning both patients and medical personnel. An additional clause in the agreement stipulates that all clinical activities must adhere to the Ministry of Health’s standard operating procedures (SOPs) and comply with Law Number 36 of 2009 concerning Health. This serves as a guarantee that, despite the commercial nature of the partnership, social and legal responsibilities remain integral to its implementation. Such regulatory clarity acts as a form of legal protection that strengthens the parties' positions in the event of audits or inspections by government agencies.

Overall, the implementation of the cooperation agreement for the establishment of a health clinic by PT Sanford Health Indonesia in Medan has demonstrated good compliance with the agreement's terms, despite some adjustments to the implementation timeline. The legal protections afforded through the written agreement, the addendum, the joint oversight system, and the internal mediation forum have proven effective in providing legal certainty and maintaining a balanced position among the parties. This demonstrates that a legal approach

combined with adaptive business practices can foster a sustainable and conflict-free partnership.

Regarding technical implementation, observations and statements from the clinic's operational coordinator indicate that all healthcare service procedures have been aligned with the Minister of Health Regulation No. 9 of 2014 concerning clinics. These procedures encompass patient management, the competence of medical personnel, and the management of medicines and medical devices. Consequently, compliance with this regulation not only safeguards the continuity of the operational license but also upholds the legal validity of the overall partnership.

Interview results also indicate that the parties hold a positive view of the drafted agreement, as it provides legal certainty and a sense of security in the fulfillment of their respective responsibilities. Management noted that the agreement's systematic and transparent structure serves as a primary reference for decision-making including when determining profit distribution and the purchase of additional equipment. This demonstrates that the legal document is not merely a formality but functions as an effective practical guide.

Field research findings indicate that both parties possess a strong sense of legal awareness and treat the agreement as the primary reference for fulfilling their respective responsibilities. No instances of intentional contract violations were found; any delays or obstacles encountered were resolved initially through consultation or internal mediation. This demonstrates a positive legal culture among the parties that supports the principles of legal certainty and protection.

4.3 Obstacles and Efforts in Implementing the Cooperation Agreement for the Establishment of a Health Clinic at PT Sanford Health Indonesia in Medan City

Interviews with the management and legal department of the health clinic at PT Sanford Health Indonesia revealed that a major obstacle in implementing the cooperation agreement for the clinic's establishment was the lack of precision in certain contract clauses. Although the agreement was generally drafted as an authentic deed, several clauses particularly those concerning the allocation of post-operational additional costs were formulated in broad terms without accompanying technical specifications. This lack of precision created ambiguity during implementation whenever unexpected costs arose. A concrete example of this ambiguity is found in Article 6, which stipulates the Second Party's obligation to "bear initial operational costs on a proportional basis." In practice, the First Party interpreted this proportionality as referring to share ownership percentages, whereas the Second Party understood it to refer to the volume of technical responsibilities undertaken. This divergence in interpretation resulted in a delay in settling payments for initial logistics procurement during the clinic's first two months of operation.

Divergent interpretations of agreement clauses presented a further legal hurdle affecting the collaborative relationship. Interviews with the company's legal counsel revealed that, in several instances, the legal language employed in the contract was overly technical and lacked adequate operational definitions. This made it difficult for non-legal parties to grasp the substance of the agreement and created room for multiple interpretations particularly regarding decision-making on profit distribution and the reassignment of managerial responsibilities should one party become unavailable. Discrepancies in interpretation also arose concerning the profit-sharing clause: the first party interpreted the basis as "net profit after tax and cash reserves," whereas the second party maintained that the distribution should be based on gross operating profit. While this lack of alignment initially caused tension, the issue was ultimately resolved through a mutually agreed-upon addendum, formalized three months after the clinic's operations had commenced.

Beyond contractual aspects, licensing and administrative issues also presented significant practical hurdles. Field observations and interviews with the legal department of PT Sanford Health Indonesia revealed that the processing of documents such as the Clinic Operational Permit, Building Functionality Certificate, and medical personnel certifications was delayed due to changes in the OSS RBA (Risk-Based Approach) system during the year. Discrepancies

in technical data and document upload errors within the OSS system caused a delay of approximately 45 days in the clinic permit application process.

Research findings indicate that a key strategic measure taken to address legal and administrative obstacles was the revision and renegotiation of the cooperation agreement. This process was initiated after ambiguities were identified regarding clauses on the allocation of additional operational costs and differing interpretations of profit-sharing mechanisms. Renegotiations were conducted formally through periodic meetings facilitated by legal counsel for both parties. A "win-win" approach was adopted, taking into account the actual contributions and capabilities of each party in executing the agreement. The revisions were subsequently formalized in an Addendum to the Agreement, executed via a notarial deed to ensure continued legal enforceability. These revisions included re-drafting clauses concerning cost-sharing proportionality and establishing more flexible timeframes for fulfilling obligations related to the provision of medical equipment. The revised contract also incorporated a new clause outlining a schedule adjustment mechanism for administrative obstacles beyond the parties' control such as changes to the OSS system or technical regulations. The parties agreed to forgo immediate sanctions in favor of a 30 day grace period commencing upon the written reporting of an administrative obstacle. This measure proved effective in mitigating potential conflict and providing legal protection against administrative force majeure situations that had not been addressed in the original agreement.

This legal assistance also encompassed refining the wording of the dispute resolution clause. The initial agreement stipulated only litigation as the dispute resolution mechanism. However, in a subsequent addendum, the parties agreed to incorporate a tiered resolution process: starting with internal mediation, followed by arbitration through the Indonesian National Board of Arbitration (BANI), and as a final resort resolution via the district court. This modification was adopted in response to the parties' concerns regarding the costs and time associated with litigation.

Conclusion

The legal regulation governing cooperation agreements for the establishment of healthcare facilities is based from a normative standpoint on the Indonesian Civil Code (KUHPerdata), specifically Articles 1313, 1320, and 1338, which address definitions, the requirements for a valid agreement, and the binding nature thereof; this is further supported by sectoral regulations such as Law No. 36 of 2009 concerning Health and Law No. 40 of 2007 concerning Limited Liability Companies. These regulations establish the legal basis for the allocation of the parties' rights and obligations and for dispute resolution mechanisms encompassing both litigation and non-litigation thereby creating a legal framework that ensures legal certainty and protection within such cooperation agreements.

The implementation of legal protection for the parties involved in the cooperation agreement to establish a health clinic with PT Sanford Health Indonesia has satisfied the principles of legal certainty, regarding both regulatory compliance and the clarity of the agreement's clauses. These two aspects complement each other, fostering stability in the legal relationship, protecting the parties' rights, and ensuring the facility's continued operational viability. Such legal certainty serves as the cornerstone for establishing a professional, transparent, and sustainable partnership within the healthcare sector. Consequently, this collaboration to establish a health clinic can be considered successful both legally and practically as it is underpinned by a legal system that functions holistically.

Obstacles arose during the implementation of the cooperation agreement, including a lack of clarity in contract clauses, differing interpretations of the agreement, and administrative licensing hurdles resulting from the dynamics of the OSS system. However, these obstacles were successfully overcome through strategic measures such as revising and renegotiating the agreement, providing active legal support, and refining dispute resolution clauses to be more adaptable. These efforts not only strengthened legal certainty but also ensured the sustainability

and stability of the legal relationship between the parties involved in the cooperation to establish the health clinic.

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