



Formulation of Boilerplate Clauses in Outsourcing Agreement that is Constanted by the Parties in Give Legal certainty

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Abstract

This research analyzes the formulation of boilerplate clauses in outsourcing agreements, focusing on how these clauses ensure legal balance and certainty for all parties involved. It reviews critical components such as Choice of Law, Language Clauses, and Severability Clauses, identifying their roles in achieving fair and enforceable agreements. Utilizing a normative legal research method, this study examines Indonesia's Employment Law No. 13 of 2003 and Government Regulation No. 35 of 2021, which outline the guidelines for outsourcing, including the legal requirements for contracts with outsourced workers. Findings suggest that incorporating boilerplate clauses within outsourcing agreements strengthens legal certainty and balance between the outsourcing agency, employer, and outsourced workers, addressing potential issues of norm ambiguity and ensuring adherence to national labor standards. The research emphasizes the importance of these clauses in upholding the principle of legal balance and protecting the rights of outsourced employees.



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1 Introduction

Global developments significantly impact business progress, removing country barriers and fostering economic growth in Indonesia, benefiting all citizens (Suyatna & Widyaningsih, 2020; Kartono, 2021). This aligns with the Republic of Indonesia's objective to ensure general welfare, as highlighted in Article 33 of the 1945 Constitution, which outlines that (1) the economy should be structured as a collective endeavor based on kinship; (2) essential production branches affecting people's livelihood should be state-controlled; (3) natural resources like earth and water are governed by the state for the people's prosperity; (4) the national economy is grounded in economic democracy with principles of unity, fair efficiency, sustainability, environmental insight, independence, and national progress; and (5) specific implementation provisions are regulated by law (Subekti, 2019).

In Article 33 Paragraph (4), the Indonesian government underscores its commitment to achieving general welfare for all citizens (Rahmawati, 2018). Indonesia's natural assets, including biodiversity and scenic landscapes, drive the government to invest in tourism as a key industry (Santoso & Hadi, 2020). Article 1,

number 9, of Law No. 10 of 2009 concerning tourism (Tourism Law) defines the tourism industry as a collection of tourism-related businesses aimed at producing goods and services to meet tourist needs (Nasution, 2017).

The tourism industry, as per the Tourism Law, functions as a government-driven sector supporting economic progress. Indonesia's tourism potential attracts domestic and international visitors, boosting local economies (Yahya & Basuki, 2016). Article 4 of the Tourism Law outlines that tourism significantly contributes to regional economic advancement and job creation for residents (Saputra & Nugroho, 2021). For tourism industry competitiveness, business areas in tourism include attractions, accommodation, travel services, entertainment, and more, as stated in Article 14 of the Tourism Law (Pranoto, 2018). Entertainment and recreation businesses are particularly impactful in Indonesia's tourism landscape, demonstrating benefits for private and government sectors alike (Soetjipto & Hadiyanto, 2019).

Former Minister of Tourism Arief Yahya encouraged private sector involvement in managing recreational parks, citing that private entities enhance future tourism prospects more than state-owned management (Wiratama, 2017). Thus, the government focuses on regulations to support recreational park business development, as articulated in Regulation of the Minister of Tourism and Creative Economy No. 27 of 2014 (Tourism Ministerial Regulation No. 27, 2014) (Tanjung & Haryanto, 2019). This regulation describes recreational parks as businesses providing spaces and facilities for various attractions (Purwanto & Iskandar, 2019).

Recreational parks facilitate local economic development, creating jobs and offering diverse attractions, including mechanical rides, water games, recreational rentals, and cultural performances (Agustina, 2019). Bali, for example, thrives as a tourism magnet due to its natural wealth and land use managed by local traditional authorities to prevent violations of local customs, or *awig-awig* (Satria, 2020). The expansion of recreational parks in Bali illustrates how tourism business development aligns with cultural values while fostering regional economic growth (Wijayanto, 2021; Putra & Saraswati, 2019).

Currently, one of the most visited recreational parks by tourists in Singapadu Gianyar, Bali, is the Bali Bird Park, which serves as a major attraction for both conservation and entertainment purposes (Wijaya, 2019; Santoso, 2021). Bali Bird Park, established in 1995, showcases various attractions while focusing on the conservation of species like birds and Komodo dragons, making it a city mascot in Singapadu Gianyar (Putra & Saraswati, 2020). The park's mission centers on protecting endangered bird species in Indonesia through comprehensive conservation methods (Pratama, 2020). In addition to animal care, Bali Bird Park actively contributes to environmental sustainability, implementing policies to reduce plastic usage within its grounds as part of their pollution control efforts (Astuti, 2021). Environmental pollution has significant impacts on wildlife, underscoring the park's dedication to protecting not only animal species but also the broader ecosystem that supports them (Hidayat & Fajri, 2020).

To execute its conservation programs effectively, Bali Bird Park relies on a skilled workforce across roles such as performance, security, and administrative support, totaling approximately 110 employees divided into Director, Managerial, Supervisory, and Staff levels (Sukmawati, 2019). The park's organizational structure includes the Executive Office, Human Resources, Sales and Marketing, Guest Engagements, the AVIAN department, and the PARK department, which together ensure smooth operations and conservation efforts (Wijayanto, 2021). These roles underscore the necessity for a comprehensive team structure to support both animal care and visitor services (Lestari & Hartono, 2019). The need for a sufficient workforce to support operations has become an ongoing consideration for Bali Bird Park's management, which aims to achieve efficiency by collaborating with labor supply institutions to streamline recruitment (Rahmawati, 2020). Outsourcing arrangements, as regulated by Article 64 of Law No. 13 of 2003 on Employment, allow businesses like Bali Bird Park to delegate certain operational tasks to third-party service providers, thereby sharing risks and reducing the company's operational burden (Kusuma, 2019).

According to Article 65 Paragraph (2) of the Manpower Law, specific job types can be assigned to other companies or labor agencies if they (a) are conducted separately from the main activities, (b) are performed under the employer's direct or indirect orders, (c) support overall company activities, and (d) do not interfere with the core production process (Setiawan & Nugroho, 2021). Article 66 further stipulates that workers from service-providing companies should not engage in primary production activities, except for supportive roles that are not directly tied to production processes (Widodo, 2020).

So that if studied more in about fill chapter the signify that submission job to another company or power switch Power the only can done on type work certain just. Therefore, the Bali Bird Park is deep collaborating

with institution switch Power the has own qualification Good from type work nor duties and responsibilities workers who will submitted to the Institution. For now, this type submitted work to institution switch Power the that is position security guard, handyman garden and cleaning service. Third type work the has fulfil elements contained in Article 65 paragraph (2) and Article 66 of the Manpower Law the above, which is third type work the No is activity main from Bali Bird Park and only as work support just. So as to provide something strength binding law between Bali Bird Park and the transfer agency Power or outsourcing it, then party outsourcing will make something agreement between business entities and outsourcing institutions to achieve objective together. In the making something the cooperation agreement should involving the parties to achieve objective together. but in reality, the cooperation agreement made in a way unilaterally by the party institution outsourcing. Something the cooperation agreement should containing clauses the so -called contract with boilerplate clauses. By general Boilerplate Clauses themselves there is the same understanding as second split party so that understanding it must be constant with well according to agreement second split party. On the Boilerplate Clauses themselves own a number of characteristics that is Choice of Law (Choice of Law), Language Clause (Choice of Language), Severability Clauses (Clause severability), and Notices Clauses (Clause Announcement) (Y Sogar Simamora and Ghansam Anand, 2022). In this outsourcing agreement No found *severability clauses* (clauses separateness) in agreement This. Clause This is clauses that are also important to include in This cooperation agreement, because *severability clauses* This arrange about If there is contradictory things with provision jurisdiction or provision regulation legislation then that's contradictory the No applies. In terms of This agreement This No can said contradictory, however agreement This can said No complete in the cooperation agreement. Incompleteness agreement cooperation between Bali Bird Park and this outsourcing agency then that will be give rise to problem law later No between company employer with workforce, but rather connection he worked at the Bali Bird Park with the outsourcing agency. On agreement cooperation the No exists include provision about If company employers experience loss material to deed from the workforce with include indemnity clause. Besides, when This in the practice provision executor about switch Power Still refer to the Regulations Government Number 35 of 2021 Concerning Specific Time Agreements, Outsourcing, Working Time and Rest Time and Termination Employment Relations (for next called PP No. 35 of 2021). regardless from obscurity restrictions work to be object switch power, the Job Creation Law and PP Number 35 of 2021 amend Article 66 paragraph (3) of the employment law where the agreement in The PKWT form for outsourced workers must include: TUPE (*transfer of undertaking protection of employment*) clause protection right for worker). Provision neither does that stated in the cooperation agreement carried out by Bali Bird Park and the outsourcing agency. Therefore, in the formulation *boilerplate clause* in the agreement cooperation the If linked with legal norms including in category ambiguity of legal norms.

Basically study thesis This will analyze about formulation something agreement made between Bali Bird Park and institution switch available power the ambiguity of the norms therein. Therefore, research thesis This lift title " Formulation *Boilerplate Clauses* in Agreements *Outsourcing* that is controlled by the parties in providing Certainty ". Based on background exposure behind on appear a number of the problem will be studied and analyzed in research thesis This about characteristics clauses in outsourcing agreement for procurement related workforce with field business park possible recreation give certainty laws and How Boilerplate Clauses are formulated in something outsourcing agreement that can be give balance between the parties.

The purpose of this research is 1. To study and analyze regarding the formulated Boilerplate Clauses in something outsourcing agreement that can be give balance of the parties 2. To study and analyze about characteristics clauses in outsourcing agreements in particular are related with business clients who can give certainty law.

2 Materials and Methods

Legal research used in writing thesis This is study law normative. Legal research Normative (normative legal research) is research conducted with method study regulation current regulation or applied to something problem law certain. Legal research normative research law from internal perspective with object the research is legal norms. Legal research normative focus on studies written namely using primary and secondary data like using rules legislation, theory law, principles law, and can in the form of works scientific scholars (doctrine). Various aspects provided in study normative This that is aspect theory, aspect scope material, explanation

general and explanation article by article, formalities and powers tie something legislation and language the law used.

Research methods This used for research the ambiguity of norms that arise in work agreements between outsourcing agency / institution power switch Power in frame procurement power switch power on the field business park recreation especially in the setting of the day holiday on energy switch Power or outsourcing. On agreement the No arrange about in a way firm about If transfer workforce power that has been agreed not in accordance with the specified qualifications initiated by the company with outsourcing agency. So that happen something blurring of norms and giving rise to uncertainty as well as No give protection law to company to get what was agreed with institution power switch power / outsourcing agency.

3 Results and Discussions

Determine choice applicable law in something agreement of course very important, because matter the related with solution if happen dispute between the parties. *Choice of law* is choice the law chosen by the parties for finish dispute in something agreements, and clauses This common applied in something agreement. *Choice of law* is very important for set, use determine which law is used? as reference in agreement. With he determined choice law, if happen disputes that arise later day so in frame solution something dispute can determined which law will used.

Clause *choice of law* This is part from principal freedom contract, to which the parties free determine choice which law will used. Principle of freedom contract This arranged in Article 1338 of the Civil Code. Freedom does choice law or use clause *choice of law* This more Lots based on the interests of the parties involved business. They agreed for choose which law is more profitable business. Clause This will provide a sense of fairness for the parties in do something agreement because with choose system the law has agreed and approved selected law in a way together.

If any agreement there is clause *choice of law*, then applicable law for contract the is law as designated in agreement that, p the related with what has agreed by each split party applies as Constitution for those who make it. Due to the parties free for determine choice law (*choice of law*) on something agreement, as for a number of restrictions as following:

1. Choice law only justified in field law contract

In the field law kinship No can held choice law (*choice of law*), because field law This No seen as something *wirtschaftseinheit* for the sake of interest all over society and family

2. Choice law No can about legal nature force

Choice law No can hold for agreements pacht, agreement rent object No movable, agreements entered into on exchanges, and agreements work, because agreements in the fields the nature *orderingsvoorschriften* held by the government for arrange law civil with characteristic features law public

3. Choice law No can incarnate become smuggling law

Choice law No can hold when in contract the three is point distant relationship stronger rather than choice law. Choice law This only can *made with a bona fide intention*, no There is special choose something place certain For Meaning smuggle regulations others, therefore must *not fictitious, based on a normal relationship* and must show exists *a natural and vital connection, a substantial connection* between selected contracts and laws.

Choice law That Alone can done with a number of methods, namely:

1. Choice of Law firm

On choice law in a way firm these are the parties who entered into it contract in a way firm and clear determine the laws of which country they are choose. That matter usually appear in clause *governing law* or *applicable law*, for example reads: *this contract will be governed by the laws of the Republic of Indonesia*.

2. Choice law in a way quietly

Beside choice law in a way firmly, parties can also choose law in a way quietly. For now exists choice law specifically stated in a way quietly, you can be concluded from Meaning or provisions, and existing facts in contract. object to choice law in a way quietly This is if the judge wishes see exists something actual choice No There is. Therefore that, judge only emphasize to the wishes of the alleged and put forward parties is the wishes of the parties are fictitious.

3. Choice law in a way considered

Choice law in a way considered This only is *preassumptioniuris*, a *rechtsvermoeden*. That is, the judge accepted has happen something choice based on conjectures law mere. On choice such a law This No can prove according to existing channels. The judge's allegation is seen handle Enough For maintain that the parties truly have want enactment something system law certain

4. Choice law in a way hypothesis

In options law in a way the judge's hypothesis works with fiction, if only pre party has think about the law used, law whichever is chosen by the parties with method on the contrary. So actually, No There is choice law from the parties, in fact the judge chooses law the.

Based on from description about *choice of law* or choice law, then on the agreement *outsourcing* need be included clause This. That matter because If happen dispute so Already determined which law is appropriate with those who have agreed to in the agreement the.

Language Clause

In the making something agreement / contract carried out by Indonesian citizens or legal entities with foreign nationals or legal entity foreign, possibly big language to be used is Language English or foreign remember Language the is global for business.

In practice, indeed Lots perpetrator business that makes contract only in Language english and p the of course Already become things considered commonplace in the business world. Making or procurement translation Indonesian instead considered bother because of the parties must pay cost translation and spending time Because many amount mandatory agreement translated, esp in transactions big and involving Lots party. On a transaction big involving Lots party, amount document created Can consists from various type agreement. Each agreement these, incl the attachments can consist from hundreds even thousand page.

Generally, the perpetrators business thinks that making agreement in Language foreign No will become problem Because already become common practice done. Besides that use clause Language This done Because based on principle freedom applicable contract in a way common and existing the settings are inside Book III of the Civil Code in Article 1338 paragraph (1). These are the perpetrators business think that obligation use the Indonesian language contradictory with principal freedom already contracted normal they hold, that is contract as embodiment freedom the will of the parties making it contract.

About arrangement clause Language or *language clauses* regulated in law Number 24 of 2009 concerning Flag, Language and National Emblem and National Anthem. On the law the arrange about in making something contract must using Indonesian is mandatory used in the memorandum of understanding or agreements involving State Institutions. In terms of This is the law the own a number of objectives for strengthen unity and oneness nation and Unitary State Republic of Indonesia.

Use Indonesian is one of them elements contained in Youth Pledge which was born on October 28 1928. Indonesian is stated his position as State language on 18 August 1945 because at the time The 1945 Constitution was ratified as the Constitution of the Republic of Indonesia. Indonesian has two functions, namely as Language national and as state language. In his position as State language, Indonesian works as (Johannes Ibrahim Kosasih, 2019):

1. Official Language statehood
2. Language of instruction official in institutions education
3. Official Language in level relations national for interest planning and implementation development as well as government
4. Official Language in development culture and use development knowledge knowledge and technology

Function furthermore as the state language, Indonesian is tool level relations national for interest planning and implementation development as well as government. In relationship In this case, Indonesian is used No just as tool mutual communication between government and society broad, and not just as tool relationship interregional and and between ethnic group nation, but also as tool internal relations the same society background behind him social its culture.

One of obligation use Indonesian has impact wide as regulated in Article 31 paragraph (1) of the Law Republic of Indonesia Number 24 of 2009 concerning Flag, Language and National Emblem as well as the National Anthem, which reads:

"Indonesian is mandatory used in the memorandum of understanding or involving agreement State institutions, agencies government Republic of Indonesia, institution Indonesian private sector or individual Indonesian citizens".

So that based on conclusion from exposure about clause Language that, that use Indonesian language on the agreement specifically this outsourcing agreement must hold. If any agreement made with Language foreign so need made with translation Indonesian. So that when something moment misinterpretation occurs to agreement language foreign the then use it is use agreement Indonesian.

Severability Clause / Clause Separation

In an attempt for anticipate something circumstances Where provisions or bullet points existing engagement agreed by the parties contract the it turns out contradictory with provision applicable law, in general in the something agreement be included something known clause with clause separateness or in Language English *severability clause*. In the clause this is in principle confirm that If happen agreement agreement in agreement that has been made agreed the it turns out contradictory with provision applicable law, then agreed that only bullet points agreement that is cancelled, temporarily provision other in agreement the will still applies.

Although implementation provision This will also be based on implementation principles or provisions applicable in the country in question choice law agreement, will but presence clause separateness This showing exists awareness from beginning that freedom contract owned by each actor business actually overcome by enforceability from provision state law that regulates it. Inclusion clause separateness This aim For anticipate possibility Still happen contradiction law from part existing engagement agreed the.

By general, clause separateness This consists of two parts that is:

1. Clause For maintain remainder agreement If court decide that part certain No can held
2. reform clause stating How the signing parties' contract will modify the parts that don't can held or precisely delete it.

On agreement *outsourcing*, necessary inclusion clause separateness This. That matter because often happen change about implementation power Work *outsourcing* This. With inclusion clause separateness This For protect even aim for anticipate existing provisions agreed before that when happen changes to the provisions regulation new legislation No cause agreement the null and void.

Based on from description on that can concluded, that clause separateness this is on a agreement must There is especially in agreements Work *outsourcing* This. That matter because, that the truth clause This addressed for arrange if there is a number of provision in contract that's what it turned out to be conflicting and/ or no applies or order general so only provision the just not applies, meanwhile other provisions that are not violate law will still binding and legal for the parties.

Formulation Boilerplate Clauses in Agreements Outsourcing

Formulation Choice of Law Clauses in Outsourcing Agreements

On a contract there is clause choice law, then applicable law for agreement the is law as designated or chosen by the parties in agreement that, because that has been agreed by each split party applies as Constitution for, they made it. In choice law Lots made by the parties and constitutes very important thing in something agreement. As for some reason Why clause choice law listed on something agreement:

1. Fulfilling the Principle of Freedom Contract

The parties in make something agreement own each other's interests. Interest the made as base base for do negotiation in determine contents of the agreement the. Freedom For state will is application principal freedom regulated contract in Article 1338 of the Civil Code and during fill agreement the No contradictory with law, morality and order general in accordance with Article 1337 of the Civil Code.

2. Reasons for Legal Certainty

Agreement made by the parties made in a way valid and valid as Constitution for they made it in accordance with provisions of Article 1338 paragraph (1) of the Civil Code. So that agreement the has tie to the parties and must obeyed. In terms of This shows that certainty law is in the agreement that and certainty law this is very necessary in something agreement. Certainty law on a agreement covers rights and obligations law from the parties in tie himself and certainty in implementation his obligations as well as consequences emerging laws. Certainty law this is also included certainty on choice the law used For solution case If happen dispute between the parties.

Benefits of choice law is for satisfy the parties Because use right basically, nature certainty Because allows the parties with easy determine the law is to give efficiency and benefits. Order general and optional law are two hopes very important law in agreement if happen dispute.

In this outsourcing agreement necessity include clause choice law based on base law namely 1338 of the Civil Code matter the reflect application principal freedom contract inside it. Apart from that, in clause choice law This is elements that make things easier for the parties If happen dispute between the binding parties self the without exists difference opinion in determination choice law in finish existing disputes or happen.

Based on from description on that can concluded something choice the law on outsourcing agreements must be included matter the based exists principal freedom contract under the provisions of Article 1338 of the Civil Code in determine choice law for finish dispute between the parties.

Formulation of Language Clauses in Outsourcing Agreements

Agreement is one of tools used in the business world. Use language at a time agreement is something very important thing in understand fill from agreement the. At the moment use Indonesian language in agreements made in Indonesia is something mandatory thing done. State recognition of Indonesian language confirmed in Constitution Republic of Indonesia Number 24 of 2009 concerning Flag, Language and National Emblem and National Anthem, where in consideration position Indonesian explained:

- a " That flag, language, and national emblem, as well song Indonesian nationality is means unification, identity, and being existence the nation that became symbol sovereignty and honor of the state as mandated in Constitution of the Republic of Indonesia Number 1945"
- b That flag, language, and national emblem, as well song Indonesian nationality is manifestation culture rooted in history struggle nation, unity in diversity culture, and similarities in realize ambition nation and Unitary State Republic of Indonesia.

Obligation in the use of Indonesian is also listed in Chapter II concerning State Languages, section secondly, the use of Indonesian is mandatory used in regulation legislation Article 30 which determines use Indonesian is mandatory used in the memorandum of understanding or involving agreement state institutions, government agencies Republic of Indonesia, institution Indonesian private sector or individual Indonesian citizen.

In terms of This use Indonesian in this outsourcing agreement must do. Use Indonesian language on the outsourcing agreement here as form honor and as identity as Indonesian citizens in make agreement. If an agreement is made with Language foreign so in matter This necessarily made translation agreement with Indonesian. If any moment Later happen misunderstanding to Language foreign the then that's what happened guidelines is Indonesian.

Formulation of Severability Clause Severability in Outsourcing Agreements

At the moment Not yet There is regulation governing legislation regarding procedures formulation something agreement. However, as for provision regulation enacted legislation guidelines for determine validity something agreement. The provisions in question namely Article 1320 of the Civil Code. In art the give four element it's important that something agreement can said legitimate in the eyes Indonesian law. In the fourth element determine something condition validity A agreement is something lawful reasons. It means all something promised to someone agreement No can contrary to the provisions law, morality and order general. In order to anticipate happen nonconformity with provision legislation then on the agreement must include clause separateness or so -called with *severability clause*.

Severability clauses or clause separateness This is part from condition legitimate validity something agreement. In clause This arrange about If there is contradictory things with the norm then contradictory elements that's what it's not used whereas fill agreement that is not contradictory with fixed norms Can held. That matter No make something agreement made by the parties No null and void.

In systematics Civil Code about cancellation to part agreement or the severability clause does not arrange. However thereby cancellation part accepted if reason cancellation only influence condition That Alone so that consequence cancellation the will limited only reach condition these, except with consider situation at the time That that is No reasonable for maintain contract for so on other. Inclusion clause *severability* This is very important in the agreement Work *outsourcing*. That matter because moment This often happen change to governing provisions about *outsourcing* so that avoid from happen contradiction with existing norms.

Principle of Balance in Agreements Outsourcing

Principle of Balance Between Workers with an Outsourcing Company

Formulation something agreement between the parties must provide balance of the parties therein. Balance is something principles intended to harmonize institutions laws and principles principal law known agreement in law based civil law thoughts and background behind individualism on a parties and methods think the Indonesian people on their side other. The theory of balance proposed in the book Herlien Budiono entitled "The Principle of Balance for Indonesian Contract Law", namely If seen from corner look sociology law, that relations and mutual interests between individuals and society must exist in circumstances balance so that objective lasting peace can achieved. With This intended that situation No balanced will impact to validity agreement; principal balance refers to the foundation justification from something agreement.

If related with principal balance between outsourced workers with outsourcing agency is birth rights and obligations from agreement made between power outsourcing work with this outsourcing agency. Own outsourced workforce is under supervision and under shade from outsourcing agency. So that in the making agreement between power outsourcing work with outsourcing agencies must balance. Balanced which means agreement made No heavy adjacent.

Connection Work between outsourced workers with outsourcing agencies have connection the law therein. The outsourcing company look for power future outsourcing work will employed on the side third in accordance qualifications requested by the party third. Balance of the parties here is power Work must own qualification in accordance with qualifications requested by outsourcing parties while outsourcing companies must give training to power Work and pay wages in accordance with calculation wages already agreed at the start.

Principle of Balance Between *Outsourcing* Companies with the Giving Company Work

The principle of balance introduced by Herlien Budiono, provides base from new foundation dug from nature, philosophy, values and norms of the Indonesian nation. Being from principal balance This is balance position between the binding parties himself. In fulfillment principal balance on a the employment agreement must provide equal position, especially in terms of rights and obligations between the parties the.

Cooperation agreement between company *outsourcing* with company the employer is very common thing done moment This. In order to do efficiency by the company employer then switching to using outsourced labor Power This. So that in use transfer workforce Power this must be done with base cooperation agreement entered into by the company *outsourcing* with company the employer. So that company *outsourcing* and enterprise the employer has connection law.

Linking with principle balance, that cooperation agreement between company *outsourcing* must deliver workforce accordingly qualifications required by the company employer. Apart from that, the company *outsourcing* will responsible answer fully with *outsourced* workforce placed in the company the employer. Apart from that, the company employers are also in frame apply principle balance it must be paid wages according to agreement that has been made agreed the.

Based on from description on that company *outsourcing* with company the employer has connection law with based with cooperation agreement made between they. There are obligations that need to be carried out by the parties in frame apply principal balance according to the meaning expressed by the mother Herlien budiono the.

Principle of Balance Between Workers *Outsourcing* with the Giving Company Work

Balance can also be done interpreted as things that are based on effort *outsourcing* reach something circumstances balanced which as consequence from it should emerge diversion riches in a way valid (Herlien Boediono, 2015). Agreement is product law, if product law There is disabled justice so objective law No achieved. To achieve justice the balance position economy and position bargaining between the parties absolute exists in frame give birth to fill fair agreement. No just implied and explicit agreement in agreement, but more from that agreement it must reflect interest together as demands will together.

In order to apply principal balance in relationships between workforce with company employers, there are rights and obligations that need to be fulfilled although between the parties the No own connection law. The rights and obligations in question is *outsourced* workforce works accordingly qualifications and appointment to the agreed position at the beginning with company *outsourcing* with company internal employer agreement. Whereas company the employer is obliged in give suitable work agreement at the beginning or not give related work with work main from employee company the.

Due No exists connection law between worker *outsourcing* with company employer, if happen losses caused by the workforce then that's responsible responsible for losses the is company *outsourcing*. That matter

because company employer with workforce at all No There is connection law so too if workforce experiences problems caused by the company employer.

Based on from description on that principal balance between *outsourced* workforce with company employer though No exists connection law still have to apply principle balance the. Because it remains There is rights and obligations that must be carried out by the parties This is caused by agreements made by the company both employers and company *outsourcing* and manpower *outsourcing* the.

4 Conclusion

Outsourcing regulations are governed by Article 64 of Law Number 13 of 2003 on Employment, which mandates that outsourcing arrangements are formalized through written employment agreements, either as work chartering agreements or service provision contracts. Key clauses must be included in these agreements, and in practice, the execution of outsourcing provisions refers to Government Regulation Number 35 of 2021 concerning Specific Time Agreements, Outsourcing, Working Time, Rest Time, and Termination of Employment (PP No. 35 of 2021). Despite ambiguities regarding which tasks may be outsourced, the Job Creation Law and PP No. 35 of 2021 modify Article 66, Paragraph 3, of the Employment Law, requiring that agreements for outsourced workers in the PKWT form include a TUPE (Transfer of Undertaking Protection of Employment) clause to safeguard workers' rights. Boilerplate clauses, such as Choice of Law, Language Clause, and Severability Clause, are essential in outsourcing agreements to ensure a shared understanding and legal balance between parties. The formulation of such agreements must establish equitable obligations for both outsourcing companies and employers. Although there is no direct legal relationship between outsourced workers and the employer, both parties must observe the principle of balance, with rights and obligations derived from the cooperation agreement made between the employer and the outsourcing company. This principle upholds the legal protections and responsibilities agreed upon, ensuring fair treatment for outsourced personnel and alignment with Indonesian labor standards.

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