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RESEARCH ARTICLE

Empowering Growth: Strengthening MSME-Large Corporation Partnerships for Indonesia's Economic Future

Irawati[1], Budi Santoso[2], Paramita Prananingtyas[3]

[1] Doctor of Law Program, Universitas Diponegoro, Jalan Imam Bardjo, Semarang City, Central Java , Indonesia.

[2,3] Faculty of Law, Universitas Diponegoro, Jalan dr. Antonius Suroyo, Tembalang, Semarang City, Central Java, Indonesia.

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***Corresponding Author:**

irawati@lecturer.undip.ac.id

ABSTRACT

This research highlights the importance of partnerships between MSMEs and large corporations in driving Indonesia's economic growth. MSMEs play a crucial role as the primary drivers of job creation and national economic expansion. These partnerships offer significant benefits, such as knowledge transfer, broader market access, and enhanced resources. However, despite being regulated by law, the supervision of these partnerships faces challenges, particularly in terms of legal substance and framework. The KPPU plays a vital role in ensuring that these partnerships operate under the principles of equality, mutual reinforcement, and mutual benefit. This study emphasizes the need for clearer and more comprehensive legal reforms to protect MSMEs from exploitative practices and ensure that partnerships deliver sustainable benefits to all parties involved.

INTRODUCTION

When addressing economic performance dynamics and pace, partnerships in Indonesia's business world have become a crucial step (Surya et al., 2021). This is especially true in the area of Micro, Small, and Medium Enterprises (MSMEs). MSMEs are the primary drivers of employment creation and play a significant role in the overall growth of the national economy (Rotar et al., 2019). In recognition of the significance of MSMEs, the Indonesian government has enacted several rules, including Law No. 20 of 2008 regulating MSMEs, that contribute to the establishment of policies that encourage partnerships (Koeswahyono et al., 2022; Jaurigue et al., 2023). In this statute, partnerships are seen as an essential component in the process of cultivating a company environment that is both healthy and sustainable.

The transfer of expertise in production, marketing, capital, human resources, and technology is one of the many advantages that may be gained through partnerships between MSMEs and large

corporations (Anatan & Nur, 2023; Audretsch et al., 2023; Butt et al., 2022). These collaborations not only create chances for large firms to expand their business networks and improve their operational efficiency but also stimulate the growth and development of MSMEs. The foundation for establishing long-term connections between business actors comprises the principles underpinning partnerships. These principles include mutual need, trust, strengthening, and advantage (Triana & Winstar, 2023).

Nevertheless, despite the fact that partnerships are regulated, the supervision of partnerships continues to encounter a variety of issues that call for specific attention. The Indonesian Competition Commission (Komisi Pengawas Persaingan Usaha or KPPU), is an institution that plays a significant part in monitoring partnerships (Widjaja, 2022; Ashaari et al., 2023). In actuality, the supervision of partnership agreements by KPPU is confronted with a number of challenges, which can be grouped into two primary categories: the legal substance and the legal framework.

The Per Se Illegal and Rule of Reason Approaches in Competition Law

The per se illegal rule and the rule of reason approach are two independent legal doctrines frequently utilized in business competition law. These doctrines are used to evaluate anti-competitive misconduct. Even though both doctrines offer frameworks for determining whether certain company acts violate competition rules, they do so in different ways and with different areas of concentration. When deciding whether a certain business practice should be outlawed or permitted by competition law, these principles are of the utmost importance for regulators such as the KPPU (Putra, 2023; Meesuwan et al., 2022).

The per se illegal concept is a legal doctrine that categorizes particular business practices as automatically illegal without requiring a full investigation of the impact of these actions on the market or competition before making the determination. This strategy is utilized to deal with behavior seen as fundamentally detrimental to competition, to the point that any additional investigation into its consequences on the market is judged unnecessary. These behaviors are regarded as "invalid from the outset", as M. Yahya Harahap (1997) puts it. This highlights that according to the per se illegal rule, certain practices are presumed to be illegal solely because they are anti-competitive. This is done without the necessity of evaluating these practices' real consequences on the market.

According to Kissane and Benerofe (1997), who provide a more in-depth explanation of this principle, an action is considered illegal per se if "it falls into a class of acts that courts have determined are so obviously anti-competitive that little or no analysis of the particular facts of the case is necessary to rule the act illegal". In other words, if an action falls into this category, it is considered illegal. According to this rule, once an activity is classified as intrinsically harmful to competition, such as price-fixing or bid-rigging, there is no need to analyze whether it has specific negative impacts in the given case. This rule applies to competitive practices such as price-fixing and bid-rigging. The courts consider it to be an automatic violation of the law, which results in a rapid ruling against it having been issued.

Due to the fact that it eliminates the requirement for intricate economic analysis, this technique makes the adjudication process easier for both the courts and the regulatory bodies. As opposed to focusing on whether or whether the particular behavior in question caused harm in the context of the individual case, the focus is on the behavior itself, which is believed to be detrimental due to the very nature of the behavior itself. This presumption makes it possible to have a more efficient process in which anti-competitive activities are punished without the need for protracted investigations. However, this also implies that enterprises that engage in these tactics have very little opportunity to justify their actions or demonstrate that their behavior can have benefits that are beneficial to competition.

Per se illegal behaviors are often ones that are virtually always detrimental to competition and rarely, if ever, generate social advantages (Newman, 2019). In other words, behaviors that fall under this category are considered illegal. Certain sorts of group boycotts, for instance, are deemed to be illegal in and of themselves because they alter the natural dynamics of the market and restrict competition in a manner that invariably causes harm to consumers. Other examples include price-fixing agreements between competitors, market allocation agreements, and certain types of group boycotts. The rationale for this rule is that, according to considerable court experience, these practices have been proven to have overwhelmingly unfavorable impacts on competition. As a result, they deserve an automatic ban. This rule was developed to prohibit certain behaviors.

In general, however, for the rule of "per se illegal" to be applicable, two requirements must be satisfied: the emphasis should be placed on "business conduct" rather than the circumstances of the market, and there must be a straightforward and speedy method of identifying behaviors that are not permitted (Kaplow & Shapiro, 2007). Because of this, the technique known as "per se illegal" is appropriate for straightforward cases in which the anti-competitive nature of the behavior is obvious and does not require further investigation. On the other hand, the rule of reason is frequently utilized in situations that are more complicated or in which the anti-competitive nature of the behavior is less readily apparent (Mahmuda, 2021; Biclar et al., 2023).

The rule of reason approach provides a more nuanced and adaptable approach to examining business activities, which contrasts the strict application of the per se illegal doctrine. In accordance with this idea, the courts or regulatory agencies do not immediately label some behaviors as illegal. Instead, they thoroughly investigate the adverse and favorable consequences of the behavior on competition. This strategy aims to ascertain whether the business practice in question encourages or discourages competition in the market.

The rule of reason is a legal method that Nigrum Natasya Sirait (2004) defines as a process by which competition authorities or courts strive to balance the pro-competitive elements of business activities against their anti-competitive impacts to determine whether the activity should be prohibited. This approach acknowledges that not all restrictions placed on trade are detrimental to competition and that some of these restrictions may increase efficiency or have other beneficial impacts on consumers.

Using the rule of reason principle, the courts can evaluate the economic environment in which a certain business practice takes place. The goal of the behavior, the market structure, the commercial justifications for the practice, and the overall consequences of competition are all aspects considered in this evaluation. For the study, it may be necessary to compare the potential benefits of competition, such as increased innovation, higher efficiency, or cheaper costs for consumers, with the potential hazards detrimental to competition, such as monopolization, decreased customer choice, or price hikes. The practice may be declared illegal if it is determined to impact the competition level negatively.

For instance, the rule of reason may be applied to examining some forms of joint ventures and exclusive distribution agreements. Despite the fact that these arrangements have the potential to restrict competition by reducing the number of competitors in the market, they may also lead to efficiency advantages that eventually benefit consumers. For example, customers may benefit from cheaper production costs or greater product quality as a result of these arrangements. The rule of reason makes it possible to conduct a fair and objective analysis of the competitive advantages and disadvantages of such agreements.

Because the court or regulatory body is tasked with determining whether the business activity in question leads to efficiency and consumer gains or merely restricts competition, economic analysis plays a significant role in the application of the rule of reason. An influential expert in the fields of

law and economics, Richard Posner (2011), contends that the most important question to ask in situations like these is whether the behavior in issue contributes to the greatest possible increase in the welfare of consumers by making the most effective use of resources and allocate them most effectively. Alternatively, the objective is to determine whether or not the business practice improves the general efficiency of the market, which ultimately results in customer advantages.

The rule of reason approach is particularly useful in contemporary competition law because of its adaptability, which is especially important in a context where markets are becoming increasingly complex and dynamic. The rule of reason allows courts and regulators to consider each case's particular facts and economic circumstances, in contrast to the strict application of the rule that per se illegal is considered (Bork, 1966; Zou et al., 2023). This ensures that corporate actions that, on the surface, may appear to be anti-competitive but have legitimate arguments that are pro-competitive are not automatically penalized.

Building Sustainable Partnerships: Trust, Equality, and Accountability in MSME Collaborations

Collaboration in the modern business world has become more dependent on partnerships as one of its most basic components. They facilitate collaboration and interdependence among businesses of varying sizes, ranging from MSMEs to major corporations, hence bridging the gap between these different types of businesses. The idea of partnership extends beyond merely pursuing corporate interests; it encompasses the realms of mutual trust, shared advantages, and reciprocal reinforcement. A well-structured partnership can be the base for sustainable success in this ever-changing environment. It enables firms to flourish via mutual support and strategic cooperation, becoming the bedrock upon which sustainable growth is built (Guimarães et al., 2021; Varghese et al., 2023).

A partnership, at its most fundamental level, is a cooperative connection between two or more entities to achieve goals shared by all parties involved. Partnerships are intended to be dynamic, long-term, and complex, unlike standard contractual arrangements, which are typically transactional and have a restricted application area. These types of relationships require a more profound level of participation, in which each person performs a substantial role that complements the capabilities of the other. As a result of this mutual reinforcement, businesses can harness each other's resources, knowledge, and talents to accomplish their shared objectives, which is an essential component for the partnership's success.

Building and maintaining trust is essential to the success of any partnership, both in its initial stages and throughout time. Trust is the glue that keeps the connection together, making it possible for both sides to collaborate peacefully and flexibly. A partnership is susceptible to disagreements, misunderstandings, and eventually failure if there is a lack of trust between the partners. In the book Powerful Conversations: How High Impact Leaders Communicate, which was published in 1999, Phil Harkins (1999) emphasizes that the quality of communication between the parties involved in a partnership is strongly associated with the strength of the partnership. According to his theory, trust is a result of open and honest communication, which not only encourages transparency but also lessens the probability of misunderstandings occurring. Effective communication ensures that all parties are on the same page regarding their objectives and expectations, enabling them to jointly overcome obstacles and make the most of opportunities by working together.

Within the context of preserving a partnership's integrity, the insights Harkins provided highlight the significance of trust. Trust is not a fixed and unchanging component; rather, it is a dynamic component always developing as the partnership moves forward. It is necessary to provide ongoing care by means of communication that is both clear and consistent, as well as mutual respect. When there is a breakdown in trust between two people, it frequently results in the breakup of the

partnership. This is because both parties begin to question the other's reliability and motivations. As a result, establishing and sustaining trust ought to be the major priority of every partnership, given that it serves as the basis upon which all other aspects of the relationship are constructed.

The notion of equality is another essential component that must be present for a partnership to be effective. During his presentation at a national seminar on regional economic development that National Development Planning Agency organized, Franciscus Welirang (2002) emphasized the significance of equitable relationships in the context of commercial partnerships. He claimed that a strong partnership should not be hierarchical or subordinate in nature but rather work on a level playing field where the contributions of each participant are recognized and rewarded regardless of their position in the partnership. The presence of this sense of equality helps cultivate a climate that is more conducive to collaboration, in which both sides feel empowered to contribute to the partnership's success.

There is no such thing as a dominating or subservient party in a genuine partnership; both sides engage in the relationship as equals, with each party bringing their distinct talents and resources. This equality must be maintained to guarantee that the benefits of the partnership are distributed proportionally. There is a high probability that the partnership will fail if one of the parties believes that they are being exploited or that they are receiving less than their fair share. For this reason, partnerships ought to be organized in a manner that enables mutual benefit, wherein both sides stand to gain from the collaboration.

This idea of mutual benefit goes beyond merely gaining financial advantages for both parties. Although increasing profits is frequently one of the primary goals of partnerships, the benefits can also be realized in other ways, such as gaining access to new markets, boosting technological skills, or increasing brand awareness. The relationship should be beneficial to all parties involved, and no one should feel that they are at a disadvantage as a result of it. As a result of this equilibrium of benefits, both sides are incentivized to continue working together, which helps to ensure that the partnership persists for an extended period.

In the context of relationships, the voluntary character of the connection is a facet that is sometimes disregarded. On the other hand, partnerships are founded on voluntary agreements signed by all parties involved, in contrast to mergers and acquisitions, which often involve one organization absorbing another. Rather than being forced or obligated to participate in the partnership, this voluntariness is essential because it guarantees that each person is involved in the relationship because of their own free will and their faith in the possibilities of the collaboration. It is improbable that a relationship formed out of necessity or pressure will be successful over the long term. This is because the underlying reasons for collaboration may not be aligned with one another.

In spite of the fact that partnerships are entirely voluntary, they call for a great amount of self-control in order to be carried out successfully. After the conditions of the partnership have been agreed upon, both parties must adhere to these terms with the utmost care and responsibility. In order to preserve discipline in execution, it is necessary to execute responsibilities on time, adhere to standards that have been agreed upon, and maintain transparency in all manners of dealing. A level of commitment of this magnitude guarantees that the partnership will continue to be successful and that both parties will be able to rely on one another to fulfill their committed obligations.

Another essential quality of a successful relationship is the ability to be accountable to one another. In any endeavor that involves collaboration, each participant must be held responsible for their actions. In order to accomplish this, it is vital to be open and honest when making decisions, accept responsibility for errors, and be willing to make course corrections when required. Both parties are reassured that they can rely on each other to operate in good faith and in the partnership's best interest when accountability is present. This helps to create trust between the parties involved.

A natural consequence of accountability is the occurrence of mutual reinforcement. Both partners will likely help each other in times of need when they are both held accountable for their actions. A successful partnership encourages mutual strengthening, in which each side contributes to enhancing the other's position within the ecosystem of the economic world. Sharing resources, expertise, or even networks can be an example of this, enabling both parties to develop stronger individually and collectively. In this manner, a partnership transforms into more than just an economic agreement; it transforms into a strategic alliance that enables both parties to do more than they could on their own.

Using written agreements, partnerships in Indonesia are explicitly controlled, notably between MSMEs and major firms. By establishing partnerships that are legally binding and founded on the principles of mutual need, trust, reinforcement, and benefit, these agreements are designed to develop relationships. In accordance with Law No. 6 of 2023 on Job Creation, the Indonesian government acknowledges a variety of partnership models, each adapted to meet a particular enterprise's specific requirements (Badriyah et al., 2023; Alsehaimi et al., 2022).

A major or medium-sized firm operates as the partnership's core, offering direction and market assurances for MSMEs (plasma). This is one of the most common types of partnership models. Small-scale farmers (plasma) sell raw materials to larger firms (core) that process and market the products. This model is particularly prevalent in agriculture, where cores are responsible for processing and marketing the products. Although the core plasma model ensures that MSMEs have a stable market for their products, it also ensures that large corporations have a consistent supply of raw materials.

Subcontracting is another frequent paradigm in which MSMEs work as subcontractors for larger organizations. In this structure, MSMEs supply components or services that are incorporated into the larger organization's end products. This approach allows MSMEs to take part in larger supply chains, which grants them access to markets that would otherwise be out of their grasp.

Franchising is yet another form of collaboration that is increasingly common in Indonesia. Under this model, MSMEs get the right to use the brand, operating systems, and products of a bigger franchisor when they operate as franchisees. In this way, MSMEs can reap the benefits of the franchisor's well-established name and business strategy while the franchisor can expand its distribution network (Kristianto & Gracia, 2022).

General commerce, distribution and agency agreements, supply chain partnerships, contract farming, and profit-sharing arrangements are some of the other types of partnership models. Each is intended to facilitate MSMEs' and larger firms' collaboration and ensure that both sides profit from the partnership.

Strengthening MSME Protections: KPPU's Role in Regulating Partnership Agreements and Preventing Unfair Practices

The Indonesian government has delegated to the KPPU the responsibility of monitoring the implementation of partnership agreements to ensure that they do not breach any competition laws. The KPPU is directed to monitor and analyze partnerships to prevent unfair practices, as stipulated by Government Regulation 17 of 2013, further strengthening this responsibility.

KPPU plays an essential function since partnership agreements frequently lead to imbalances between MSMEs and larger businesses. An example of this would be a huge corporation attempting to exert covert control over an MSMEs by using methods that might not be immediately obvious, such as enforcing unfavorable contract terms or withholding essential information. When this occurs, the KPPU evaluates the matter and makes the necessary adjustments (Gultom & Kamillah, 2024).

PT. Suryabumi Tunggal Perkasa (STP) and a cooperative known as Koperasi Perkebunan Tri Hampang Bersatu (Kopbun THB) were involved in a noteworthy case that the KPPU handled. Kopbun

THB lodged a complaint against STP, saying that STP had failed to fulfill its commitments under a cooperation agreement, particularly with regard to the distribution and utilization of land (Purwanti & Anggraini, 2023). KPPU discovered, after conducting an inquiry, that even though STP did not have legal possession of Kopbun THB's land, it exerted authority over the land by charging management fees and making ambiguous financial arrangements, both of which were in contravention of the terms of the partnership. The decision of the KPPU that the conduct of STP constituted a breach of the agreement exemplifies the role that the Commission plays in protecting MSMEs from being exploited by larger businesses.

The laws about partnership agreements present difficulties in interpretation and enforcement even though KPPU is responsible for monitoring them. For instance, Article 35 of the MSME Law makes it illegal for major corporations to "own" or "control" MSMEs that are partnered together. On the other hand, the interpretation of these terms has been the topic of discussion in the legal community. Control can be more ambiguous than "ownership", particularly regarding influence on decision-making or indirect exertion of power. This is because ownership typically involves the transfer of assets or equity, which is a clear-cut concept.

In actuality, major corporations may exercise influence through methods that are not apparent, such as imposing management fees or granting loans with restrictions that restrict the autonomy of MSMEs. This causes a dynamic in which MSMEs may be legally independent but are submissive to their larger partners in practice. Because of these subtle kinds of control, it may be difficult for the KPPU to establish infractions unless there is clear proof of abuse.

Another instance that serves to highlight this idea involves PT. Sinar Ternak Sejahtera (STS) is a collection of poultry producers on the smaller side. It was alleged that STS exploited its financial clout to exercise control over the farmers by asking them to utilize their assets as security and by imposing unjust contract terms on the farmers. According to the findings of the KPPU, STS had broken the partnership agreement by placing unfair obligations on the farmers. This finding highlights the necessity of including clearer standards in such agreements to safeguard MSMEs from predatory acts.

To enhance the regulatory environment for partnership agreements, a number of legal and structural challenges need to be addressed. To begin, the legal provisions that govern partnership agreements are mostly normative. These laws provide minimum contract criteria but must handle the full spectrum of potential problems for partnership agreements. In particular, when it comes to indirect control through financial arrangements or contractual duties, the law does not provide full protection for MSMEs against exploitative activities practiced by larger enterprises.

In the second place, the KPPU's authority is restricted to providing suggestions for modifying problematic contract agreements. It cannot engage in contract negotiation or take preventative actions proactively. This technique is reactive, which means that there is leeway for infractions to occur before any remedial action can be performed.

Third, there are issues regarding the process that is being used for oversight. The authority of the KPPU needs to be improved compared to that of competition regulators in other nations. For example, the Federal Trade Commission (FTC) in the United States has more extensive investigative powers and the ability to implement regulations to counteract unfair competition (Posner, 1969). In a similar vein, the Competition and Consumer Commission (ACCC) of Australia has the authority to authorize exemptions from competition laws in situations where the potential benefits to the public outweigh the potential risks (Fels, 1996). KPPU does not possess this flexibility.

Reforming the substantive and procedural laws that govern partnership agreements is necessary to strengthen the legal framework governing these types of relationships. To minimize misunderstandings that could result in legal conflicts, the laws ought to establish clearer definitions of phrases such as "control" and "ownership". This is particularly important from the point of view

of the substance of the law. In addition, the legislation ought to develop more comprehensive protections for MSMEs under partnership agreements. This would ensure that MSMEs are not exposed to unreasonable contract conditions or indirect control practices.

On the procedural side, the KPPU should be provided with the ability to intervene in partnership talks and implement preventative measures to safeguard MSMEs. This could include the authority to accept or reject contract terms that are regarded exploitative, as well as the capacity to impose fines on larger businesses that transgress the spirit of the partnership regulations. Moreover, this could also include the ability to impose penalties on smaller businesses.

In addition to this, there is a requirement for more collaboration between the KPPU and other oversight organizations. Currently, the KPPU's duty is restricted to monitoring partnership agreements; however, it needs to possess the capacity to enforce more comprehensive competition rules or handle concerns associated with market domination. KPPU may contribute to developing a more comprehensive oversight framework that addresses all areas of the protection of MSMEs in partnership agreements if it collaborates more closely with other regulatory bodies.

CONCLUSION

The study's findings underline the importance of fostering strong, equitable partnerships between MSMEs and larger corporations in Indonesia. These partnerships are essential for sustainable economic growth, as they bridge gaps in resources, knowledge, and market access. The partnership models explored, such as core plasma, subcontracting, and franchising, demonstrate how larger enterprises can provide crucial support to MSMEs while benefiting from steady supply chains and innovative ideas.

Trust, equality, and mutual reinforcement form the foundation of successful partnerships. MSMEs and larger firms must commit to these principles to achieve long-term success. The regulatory environment, especially the role of the KPPU, remains critical in ensuring these relationships remain fair and productive. Despite challenges in oversight and enforcement, the KPPU plays an instrumental role in preventing unfair practices and ensuring that partnerships contribute to the balanced growth of both MSMEs and larger corporations.

Legal reforms are needed to provide clearer guidelines and enhance protections for MSMEs to further strengthen these partnerships. Increased collaboration between regulatory bodies can help ensure partnerships operate within a fair and transparent framework, ultimately contributing to Indonesia's broader economic development goals.

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