

Principles of Good Faith in Harmonization of Partnership Cooperation on the Distribution of Nine Food Ingredients at PT Sarana Pangan Madani, Pekanbaru City

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Abstract.

The problem of limited knowledge of partners about agreements or contracts in general, and in particular regarding the principle of good faith in business activities faced by business actors and company management, which generally consists of millennial youth, which can be said to be still lacking in understanding the principle of commitment well, as a guideline in carrying out the actions of a company, especially companies with legal entities, such as Limited Liability Companies, where PT Sarana PanganMadani, has established many partnerships, which of course must keep the relationship harmonious, sometimes the relationship is already running, due to limited knowledge, experience, there was a clash that would definitely hinder good relations, both parties, for example, at the beginning of the negotiation there was an agreement, which gave birth to a partnership to distribute the nine staples, but in its implementation, there were obstacles, which caused Due to the difference in prices, even though at the beginning of the negotiation the price was already agreed to, but there was a change, which was due to an increase in market prices or production prices, so that the price that was agreed upon earlier, of course changed, this change is a problem of misunderstanding between the two parties, according to Partners. PT Sarana PanganMadani, the company raised prices unilaterally, while from the PT stated that due to changes in market prices, this is one example which is a significant obstacle, resulting in inconsistencies in the development of partner businesses which are good business groups providing distribution of nine staples daily activities, as well as providing business capital to develop agricultural land, as well as services, ranging from basic materials to packaging ready to be marketed. In this community service program, the priority issue agreed upon by the PKM FH Unilak proposer together with his partner, PT Sarana PanganMadani, to be resolved is to provide understanding through legal counseling about the principles of good faith in cooperating with the business community. Thus, after the program is implemented, it is hoped that partners will gain a correct understanding and have knowledge of agreements or contracts in general, and in particular the principles of good faith in this partnership. The method that will be used in this community service is to use lectures that will be directly at the PT Sarana PanganMadani office.

Keywords: Cooperation, istribution of Nine Food Ingredients

1. INTRODUCTION

PT Sarana PanganMadani, this was established one year ago, to be precise it was founded on October 15, 2019, the management of this company consists of young people, Melinea children who on average are 23 to 30 years old, their knowledge, can be said to be very minimal regarding the legal basis, in terms of partnerships related to agreements, in this case an understanding of the principles of good faith for the components of this business actor, namely management of business entities, limited liability companies. In fact, one of the keys to success in running a company is to collaborate with other partners, and understand every activity carried out based on guidelines, namely the principle of good faith¹. So that the problem of disharmony arises in establishing partnership

relationships with other business actors, what rhythm at the beginning of the agreed negotiations, changes in implementation, even the agreement cannot be implemented, of course this less harmonious relationship is one of the obstacles for both of them. to make a profit². The principle of good faith is the right basis for the implementation of what has been agreed upon by the parties in establishing cooperation, which will be realized in the form of partnerships, such as the distribution / distribution of nine foodstuffs, provision of services, and provision of business facilities for their partners. However, it is not easy to build partnerships through solid cooperation between the two parties, as a strong image for the competitiveness of business actors.

The principle of good faith serves as a guideline which is a description of an agreement based on propriety and rationale, trust in the belief of the parties to carry out their will. Companies in the form of Limited Liability Companies need to be encouraged to be able to provide or facilitate UMKM to empower entrepreneurship, as well as services, especially if business actors want to increase competitiveness in the relevant market³. Processing the right business capital will be able to affect the sale of UMKM products in the community. Likewise with PT Sarana PanganMadani⁴, which is a limited liability company that has a significant function and role for UMKM, as a partner to increase profits or profits, therefore PT Sarana PanganMadani, because as a limited company, also contributes or facilitates the players.

Partnership efforts to empower partners' businesses, in this partnership case, are not as easy as what was agreed during the negotiations, sometimes the relationship has obstacles to make it happen, there is a misunderstanding of both partners and the management of PT Sarana PanganMadani. For this reason, it is necessary to improve the understanding of what has been agreed upon when entering into an agreement, especially on the principle of good faith for both parties, as a guide in running the business, so that it can realize and advance the business world of UMKM. This means that the understanding of both parties regarding the principle of good faith, which is the legal basis for the birth of an agreement, is very important for both parties to understand⁵.

Partner Problems

Whereas the understanding of partners regarding the principle of good faith is still very drinking, even some business actors and company management still do not know about the process of the birth of an agreement or contract and how to resolve it. With the ignorance of partners, it can cause losses for business actors as partners of PT Sarana PanganMadani, as well as loss of profits for the company, which should be obtained from partnerships with business actors.

II. METHODS

a. Method of Implementation

The implementation method is a solution offered to overcome the problems faced by partners. In accordance with the priority issues faced by partners, namely the lack of good faith principles for business actors and management at PT Sarana PanganMadani, which causes disharmony between the parties, due to the partner's lack of correct understanding of the law of the agreement, especially the principle of good faith. Thus, in this IbM program, the priority issue agreed upon by the proposer with the partners to be resolved is to provide an understanding of the agreement or contract, especially regarding the principle of good faith. So, after the program is implemented in a concrete manner, legal awareness of the rights and obligations of each party can be understood by the partners so that a

harmonious atmosphere between the partners can be realized. The approach method offered to solve the problems of program partners that has been mutually agreed upon in the realization of the IbM program is lectures and discussions. The work procedure to support the method offered is that the service will be carried out in 2 sessions. For the first session the lecturer delivered the material and the public listened well, the second session will be a question and answer session where participants are free to ask questions about the material presented or about issues that are often encountered regarding the material of agreements or contracts, in particular the principle of good faith for providing business capital for actors. effort. Participation of partners in this IbM program is to provide a time place for program implementation and to invite partner members.

The output that will be produced is in accordance with the activity plan for proposers in the form of scientific articles and banners, while for partners to increase knowledge about how to resolve disputes against not implementing what has been agreed by both parties through mediation, so as to foster legal awareness of partners in carrying out corporate program activities. into daily activities.

b. Work Procedure

In this activity, work procedures are carried out in several stages, namely, the first is the preparation stage. This preparation is focused on preparing all the equipment needed to carry out this activity, studying literature and coordinating with related agencies to carry out activities. Second, a visit to the location to determine

place (location) of extension activities. Third, designing the Legal Counseling module. This stage prepares the material that will be displayed in the activity. The module is reproduced by the number of participants involved in the activity. Fourth, the implementation of legal counseling was carried out by the Implementing Team from the Law Faculty of LancangKuning University and material on agreements in general and in particular regarding the principles of good faith.

c. Partner Participation

If this service activity can be carried out, it is necessary to have the participation of related agencies and business actors who are partners of PT Sarana PanganMadani, located on Jl. Pattimura No. 40 APekanbaru City, including: 1) In determining the location, this is determined by the Distribution Manager and other administrators, willing to follow counseling on agreements, especially the principles of good faith from beginning to end.

d. Evaluation Techniques

This service activity is carried out an evaluation, where in order to determine the success of this service activity, an evaluation is carried out after this activity is carried out. Evaluation is carried out after providing material provision to the community. Where the technique used in this evaluation is by identifying the number of participants and at the same time giving questionnaires to participants related to the activity material, both before and after the service activity is carried out. As for the benchmarks for the success of this activity: 1) The realization of cooperation between the implementers of the activity and the local community, 2) The number of participants who attended is at least 50% of the invitees, 3) There is a two-way interaction in activities between speakers and participants, 4) Increased understanding of the participants related to the material presented.

III. RESULTS AND DISCUSSION

Results

Understanding of the Agreement for the Management of PT Sarana PanganMadani and UMKM
An agreement is an act whereby one or more people bind themselves to one or more people, defined as a sign to distinguish an agreement from a promise, even though in the promise there is an

agreement, but the agreement does not contain legal consequences, while in the agreement, the agreement is the agreement. has legal consequences⁶. Basically, the agreement which is why it has been born since the moment the agreement is reached, or in other words, the agreement is valid if there is agreement on basic matters and no formality is required, as a principle of agreement or consensualism⁷. Because an agreement is born at the moment the agreement is reached, the agreement is born at the moment an offer is received. If someone makes an offer, and the offer is accepted by another person in writing, it means that this other person wrote a letter, stating that he accepted the offer, at which second the agreement was born. According to today's prevalence, the agreement is considered born when the party making the offer receives the answer contained in the letter, because that is the second that can be considered as the birth of the agreement. The moment or moment of the birth of an agreement is very important to know or determine, because sometimes there are changes in laws or regulations, which will affect the fate of the agreement⁸. In addition, that the function of an agreement is a form of guarantee that the parties can carry out what has been agreed upon. Agreement is part of the regime of rights and obligations of the Civil Code.

An agreement basically originates from the difference or inequality of interests between the parties, which in turn is met with the achievement of negotiations as outlined in the form of an agreement⁹. Through the agreement, the differences between the two parties are accommodated and then framed with a legal instrument, so that both parties carry out what has been agreed upon, and the promise is binding on both parties, as stipulated in Article 1338 of the Civil Code 'all agreements made legally apply as laws for they made it. Henceforth, that the agreement cannot be withdrawn other than by the agreement of the two parties, or for reasons which are stated by law to be sufficient for that¹⁰. And furthermore that the agreement must be carried out in good faith. So as to spur the process of harmonization of partnership between the two parties, of course. In essence, the contractual relationship between the parties cannot be separated from the relationship of justice which will be achieved as its goal¹¹.

Increasing the knowledge of activity participants about increasing the understanding of the principles of good faith in harmonizing partnership cooperation with UMKM at PT Sarana Food Madani., After legal counseling. The questionnaire given before legal counseling was given back to the activity participants to measure the differences before and after the activity was carried out.

After the provision of material and counseling was carried out, there was an increase in the participants' knowledge, this was because the participants listened carefully to the material provided at the time of counseling so that generally the participants when answering the questionnaire already knew the answer.

Paying attention to the data in Table 5.2 above, it can be seen that the choice of the target audience generally chooses the answer they already know, except for the third question, which is about whether a promise is the same as a contract, only 5 people because they think a promise is an agreement to be the same as a contract, while in the law of the agreement not the same because the promise had no legal consequences or (28%) participants who had answered already knew.

Based on the participants' answers above, it can be concluded that before the implementation of the activities, all participants did not know and understand about the contract understanding program and its legal consequences, as well as the settlement if there was default according to the Civil Code. On the other hand, after giving the material there was an increase in the knowledge of the target audience. Table 5.2.1 shows that the participants' understanding reached more than 80% (eighty percent) of the

5 (five) questionnaire questions. The highest correct answer is 88% (eighty percent) on questionnaire questions 4 (four) and 5 (five), while the lowest correct answer is 63% (sixty three percent) on questionnaire questions 1 (one).

Thus, the function of the agreement is as a guarantee power to provide the parties with what has been agreed upon, so as to achieve harmonization of the parties. With this agreement, it will make it easier for both parties to carry out cooperation, especially partnerships, between UMKM and PT Sarana PanganMadani, in addition, business actors find it easier in terms of marketing the products that they rely on.

Another function of the agreement is as good faith which is the inherent identity of the Cooperation that has been agreed in the agreement¹². The goal is to increase good cooperation between the two parties, so that it can affect the competitiveness of products from partners in the market. In fact, the existence of a good agreement greatly affects the behavior of the parties in creating harmonious cooperation. Partnership cooperation is also a very valuable asset for business actors and has a very high selling value if it succeeds in the market as the company's good will.

The existence of an agreement is a tool that facilitates partnership cooperation. Promotion will be easier if there is an agreement that is done well¹³. Good promotion through a partnership strategy that will direct UMKM to success in competitiveness.

Discussion

Good Faith Principle for Partnership and Company In order to create competitiveness for PT Sarana PanganMadani and its UMKM partners, what is important is to have a good influence in the partnership relationship between PT Sarana PanganMadani and its partnerships, which is inherent in the partnership between the two parties. Good faith is the basis or initial intention when the parties are in partnership cooperation. This relationship is carried out in order to make it easier for the parties in order to strengthen cooperation that is well planned and properly communicated, it will be easier to realize the harmonization of the partnership relationship.

Good faith does not only refer to the parties, but also refers to the values that develop in society, goodwill from the part of society. Good faith is a standard of propriety and justice in society, to regulate the social relations of the parties. The application of good faith in partnership cooperation with UMKM is expected to increase the harmonization of partnerships.

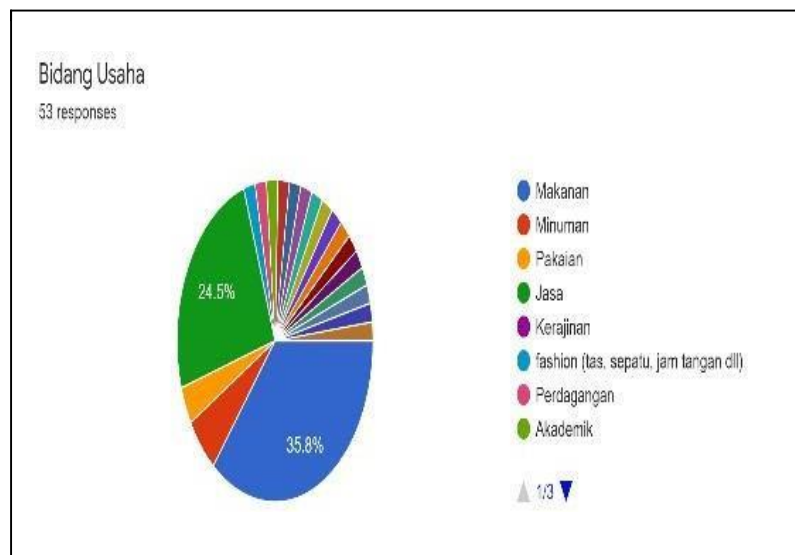
With the agreement there is a willingness of the parties to perform, there is a willingness to bind themselves to each other, this contractual obligation becomes a source for the parties to freely determine the contents of the contract, and all its legal consequences. Based on this will, the parties freely reconcile the will of the two parties. The will of the parties is the basis of the contract, the occurrence of legal actions is determined based on an agreement. In the principle of good faith, the benchmarks include three doctrines related to;

1. An obligation for the parties to cooperate in achieving the objectives of the contract (honesty of the promise itself)
2. Fulfillment of respectful behavior standards;
3. Fulfillment of reasonable standards of contract relating to the interests of the parties.

Until now, there are still many people who do not understand the principle of good faith, business, especially MSMEs, who have not realized the role of good faith in increasing partnership.

The principle of good faith, where in general the benchmark or standard is that the agreement made is reasonable, as a rational act, besides that, good faith is the benchmark that the agreement contains merit. So that the agreement in its implementation has several functions, namely as an agreement that is rational and appropriate.

Chart 1: Understanding of the principles of goodwill of the parties, both UMKM partners and PT Sarana PanganMadani Management



Source: Survey conducted on 17 October 2020

The implementation of community service is carried out using the webinar method with face to face lectures at the PT Sarana PanganMadani office. This method is used to still follow the guidelines of not violating health regulations during the Covid-19 pandemic, using a mask and keeping your distance.

Before the explanation was carried out through the lecture method, a pre-test was carried out as well as after the lecture session was completed, the Community Service Team conducted a post-test questionnaire on 15 participants to determine the responses and level of participants' understanding of the material provided by the speakers. The results of the evaluation of participant knowledge begin with questions about, whether the guidelines or principles or principles in carrying out a legal act, the next question is a promise, the same as an agreement or contract, the principles in the contract, the understanding of the principle of good faith, the law that governs limited liability companies. , then the next question is the organ / management in a limited liability company, the next question regarding what capital in a limited liability company.

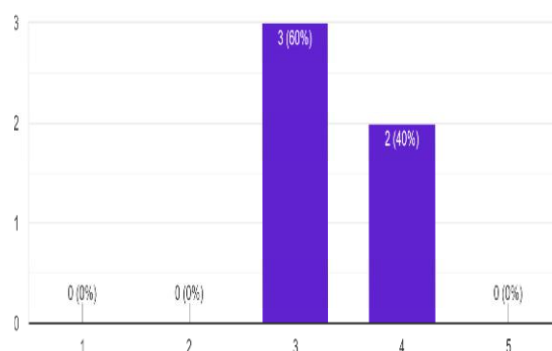
This situation was concluded by the community service team after comparing the results of the initial test (pre test) and the final test (post test) by submitting a questionnaire before and after giving the material as can be seen in Table 1 below:

The evaluation of the extension using the questionnaire / questionnaire method totaling 15 (fifteen). The extension team spreads 15 (fifteen) to the participants and the participants answer the questions in the questionnaire by circling the correct answers. The questionnaire was divided into two times, namely before and after the material was delivered. The aim is to determine the increase in participants' understanding of the material before and after it is delivered. The first questionnaire begins with a question about in everyday human life carrying out its activities needs to be based on guidelines, known in law terms. The choice of answers to these questions is (A) rights (B) obligations, (C) guidelines, (D) principles, only 25% (twenty five percent) of participants answered (D) principles. Only a few Participants thought that the guidelines were a principle / principle, other than answering with obligation. This can be seen from the results of the questionnaire where nearly 25% (seventy five

percent) of the participants answered option B. The correct answer to this question is D. The second question is to measure the participants' knowledge of the law of human action based on what law is called. The choices of answers to this question are (A) the humanitarian principle, (B) the social principle, (C) the good faith principle, (D) the harmonization principle. The correct answer is (C) which is the principle of good faith. More than half of the participants who answered correctly to the second question, seen from the results of the questionnaire, 56% (fifty-six percent) of the participants who answered the good faith principle. The next question, the elements of harmonization are (A) harmonious and synchronous (B) carry out obligations, (C) prioritize obligations over rights, (D) actions are right and fair. Choice of correct answers is aligned and synchronous, almost 50% of participants answered correctly (A).

The next question is whether the promise with the agreement / contract, the answer choices (A) are the same, (B) can be the same or not, (C) are not the same, (D) all answers a, b and c are wrong. The correct answer to this question is (C) not the same, only 31% (thirty one percent) of the participants answered correctly. As many as 69% (sixty percent) of participants thought that a promise was the same as an agreement / contract. The next question from the questionnaire distributed to the participants concerns the laws governing Limited Liability Companies. The choice of answer is (A) Law NO. 30 of 2007, (B) Law NO. 1 of 2007 (C) Law NO. 41 of 2007, (D) Law NO. 40 of 2007. The correct answer is (D), Law NO. 40 of 2007, only 37% (twenty seven percent) of participants answered correctly. The next question is included in the questionnaire regarding organs / management in Limited Liability Companies. The answers provided to this question are (A) Directors, Shareholders, Commissioners, (B) Directors, Commissioners, GMS, (C) Directors, Commissioners Shareholders, (D) Directors, GMS, Commissioners. as many as 63% (sixty three percent) of participants answered correctly. Whereas in a limited liability company, the organs or management consist of the Board of Directors, Commissioners and the GMS. Overall, the level of knowledge and understanding of participants about the organs / administrators in a limited liability company, there are still many participants who do not understand the importance of knowing the organs / management of a limited liability company, because participants are almost part of a limited liability company that carries out activities, they should understand what the organs of a company are. limited company. The questions with the highest percentage of correct answers were no more than 69% (sixty percent) for questionnaires number 4 (four) and 5 (five), and the highest wrong answers were 75% (seventy five percent) for questionnaire number 1 (one)

Chart 2: Partner's Level of Understanding of the principles of good faith.



* (1 = very poor, 2 = poor, 3 = sufficient, 4 = good, 5 = very good)

** Source: Survey conducted on December 1, 2020

1. Achievement of activity targets.

The solutions offered in this activity can be used as a basis for resolving the problems faced by the parties regarding the understanding of the principles of good faith in harmonizing Partnership cooperation at PT Sarana PanganMadani: 1) Towards partner problems related to the lack of partner

knowledge about the importance of paying attention to related agreements regarding fish management agreement as agreed by both parties. 2) Regarding partner problems related to a lack of understanding of all legal consequences of not implementing the contents of the agreed agreement.

The implementation of this service activity has achieved the targets planned in point 1 to point 2 above. In point 1, overcoming partners' ignorance, legal counseling activities have been carried out on the importance of paying attention to the related agreement regarding the partnership agreement at PT Sarana PanganMadani. Based on the recognition of partners in activities, they better understand the importance of the related agreement regarding partnership cooperation because in this case it is related to the rights and obligations of both parties. In point 2, it is related to the partner's lack of understanding regarding all the legal consequences of not carrying out the contents of the agreement agreed upon by both parties. The presenter has conducted dialogue with partners by providing correct knowledge about agreement issues in general and the principle of good faith with all legal consequences related to the agreement, especially regarding the partnership cooperation at PT Sarana PanganMadani. In addition, the speaker also conveyed about the settlement of not implementing the contents of the agreement agreed upon by both parties, in this relationship it is very important to the implementation of the principle of good faith.

2. Outputs achieved in community service activities

Community service regarding increasing understanding of the principles of good faith in harmonizing partnership cooperation on the distribution of nine foodstuffs at PT Sarana PanganMadani Kota Pekabaru, responded positively by the target audience. The enthusiasm of the target audience is quite large. It can be seen that quite a number of people raised questions about the agreement, customers against not complying with the contents of the agreement, how to make the correct agreement, the legal consequences of not implementing the agreement. It was recorded that during this community service activity, there were 5 (five) questions raised by the target audience, namely as follows:

One of the participants, Mr. Adi Putra Daulay, who is the Director of PT Sarana PanganMadani, asked about the valid terms of the agreement, this question was answered by the service team. That is based on Article 1320 of the Civil Code states:

The conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code, namely:

- a. there is an agreement between the two parties who make the agreement;
- b. the competence of the parties making the agreement;
- c. the presence of a certain object;
- d. there is a *halal causa*.

The next question is Imman, who is the Distribution Manager, regarding the meaning of achievements and defaults on any matters related to the implementation of the contents of the agreement. This question was answered by the service team, according to the provisions of the Civil Code Articles 1233 and 1234, that one of the sources of the engagement is an agreement. So that the agreement gave birth to an engagement. Therefore the contents of the achievements are:

- a. Give something / give something;
- b. Do something;
- c. Don't do anything

Not carrying out the contents of the agreement or achievement, it is called default, where the reasons for the default are:

- a. Does not implement the entire contents of the agreement;
- b. Implement but only partially;
- c. Carry out but it's too late;
- d. Doing something that is according to the agreement should not be done.

The next question was also raised by sister Dilla, what are the sanctions, if you do not carry out the contents of the agreement or in other words the question is what the legal consequences are. This question was answered by the service team, that the legal consequence of not carrying out the contents of the agreement agreed upon by both parties: is that they can continue the agreement with several provisions, namely having to pay compensation, to the injured party; pay the agreed costs; and pay interest or other reimbursements. Thus the parties can understand, if what has been agreed and stated in the agreement, it becomes the obligation of both parties to carry out the contents of the agreement.

The next question is why promises are not the same as covenants. This question was answered by the service team, that it is true that the notion of a promise is not the same as an agreement, because in the promise or agreement it begins with an agreement by both parties, but the agreement in the promise does not contain any legal consequences, this is because in the promise, constitutes a natural agreement, or *natuurlijkverbintenissen*, so that there is no legal consequence, in contrast to the agreement that an agreement contains legal consequences, so that it does not carry out the agreement, it is called default, must pay compensation, fees, interest, etc.

The next question concerns the principles in covenants. This question was answered by the service team, that when the parties agreed to make an agreement, an agreement was born at that time, because there was an intention of the parties to make an agreement, as is the basis of an agreement, it is called the principles in the agreement, namely the existence of an agreement well, the principle of freedom of contract, the principle of consensuality, and the principle that the agreement is binding on both parties, as a law for those who make it.

IV. CONCLUSIONS

Conclusions

The problem faced by the target audience before giving material is that they do not understand the agreement in general, and in particular the principle of goodwill they do in partnership cooperation, so that sometimes there is no harmonization between the two parties, both UMKM and PT Sarana PanganMadani, because they do not understand the agreement. generally. As well as the meaning of a promise with an agreement or contract, the difference between an agreement or a contract with a promise, the validity of a contract, and the principles of contracting, especially the principles of good faith and the legal consequences that arise in the execution of the contract and so on. The results of the implementation of this activity have provided an increase in the knowledge of the target audience so that it will be very useful for the target audience if they want to collaborate and expand business networks by collaborating with other parties, then in this case it is very important to understand an agreement that is guided by the principles of good faith and legal consequences that arise if there is a disagreement in understanding the implementation of the contract, especially in the partnership cooperation at PT Sarana PanganMadani.

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