

The Validity of Internships Without a Written Agreement in the MSIB Program at the Indonesian House of Representatives

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Abstract: This study aims to analyze the validity of internships conducted without a written agreement, as well as the legal consequences for students participating in the 7th Cohort of the Certified Internship and Independent Study Program (MSIB) at the House of Representatives of the Republic of Indonesia (DPR RI), based on Minister of Manpower Regulation No. 6 of 2020 concerning the Implementation of Domestic Internships. This study employs an **empirical legal method** with a qualitative approach, through an analysis of legislation as secondary data supplemented by primary data in the form of observations and interviews with internship participants. **The novelty** of this study lies in the analysis of internship practices in state institutions, which have rarely been examined from a labor law perspective, as well as in the empirical findings regarding the absence of written internship agreements in the MSIB program. **The research results** indicate that internships not based on a written agreement do not meet the formal requirements as stipulated in Minister of Manpower Regulation No. 6 of 2020, and thus cannot be deemed legally valid. Although there is a substantive agreement between the parties, the absence of a written document results in weak legal certainty and legal protection for interns, particularly regarding proof and the fulfillment of rights. Furthermore, pursuant to Article 10 (3) of Minister of Manpower Regulation No. 6 of 2020, such conditions have the potential to change the status of internship participants to that of employees at the relevant institution, which is clearly highly detrimental to the institution organizing the internship. **This study concludes** that conducting internships without a written agreement violates applicable legal provisions and results in inadequate legal protection for MSIB student participants. Therefore, organizing institutions must comply with the requirement to draft written internship agreements to ensure legal certainty and protection for internship participants.

Keywords: Validity; Unwritten Apprenticeship Agreement; MSIB

Abstrak: Penelitian ini bertujuan untuk menganalisis keabsahan pelaksanaan pemagangan tanpa perjanjian tertulis serta akibat hukum yang ditimbulkan bagi mahasiswa peserta Program Magang dan Studi Independen Bersertifikat (MSIB) Angkatan 7 di Dewan Perwakilan Rakyat Republik Indonesia (DPR RI) berdasarkan Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan di Dalam Negeri. Penelitian ini menggunakan **metode hukum empiris** dengan pendekatan kualitatif, melalui kajian terhadap peraturan perundang-undangan sebagai data sekunder yang dilengkapi dengan data primer berupa hasil observasi dan wawancara terhadap peserta magang. **Kebaruan penelitian** ini terletak pada analisis praktik pemagangan di lembaga negara yang masih

jarang dikaji dalam perspektif hukum ketenagakerjaan, serta pada temuan empiris mengenai ketiadaan perjanjian pemagangan tertulis dalam program MSIB. **Hasil penelitian** menunjukkan bahwa pemagangan yang tidak didasarkan pada perjanjian tertulis tidak memenuhi syarat formil sebagaimana diatur dalam Permenaker Nomor 6 Tahun 2020, sehingga tidak dapat dinyatakan sah secara hukum. Meskipun secara substansial terdapat kesepakatan antara para pihak, ketiadaan dokumen tertulis mengakibatkan lemahnya kepastian hukum dan perlindungan hukum bagi peserta magang, terutama dalam hal pembuktian dan pemenuhan hak. Selain itu, berdasarkan Pasal 10 ayat (3) Permenaker Nomor 6 Tahun 2020, kondisi tersebut berpotensi mengubah status peserta pemagangan menjadi pekerja pada instansi yang bersangkutan, hal ini tentunya amat merugikan instansi penyelenggara pemagangan. **Penelitian ini menyimpulkan** bahwa pelaksanaan pemagangan tanpa perjanjian tertulis bertentangan dengan ketentuan hukum yang berlaku dan berdampak pada tidak optimalnya perlindungan hukum bagi mahasiswa peserta MSIB. Oleh karena itu, diperlukan kepatuhan dari instansi penyelenggara untuk menyusun perjanjian pemagangan tertulis guna menjamin kepastian dan perlindungan hukum bagi peserta pemagangan.

Kata kunci: Keabsahan; Perjanjian Pemagangan Tidak Tertulis; MSIB

1. INTRODUCTION

The Certified Internship and Independent Study Program (MSIB) is part of the Independent Learning Campus Independent Policy (MBKM) designed to provide real work experience for students before entering the professional world.¹ Through this initiative, students are put directly in government or private institutions and receive academic credit in the form of semester credit unit conversion or SKS. So, in the context of MSIB, internships are no longer merely something extra to do; they are now a part of the formal education system with legal and administrative ramifications for everyone engaged.² However, the strengthening of the internship position as part of the formal education system is not always accompanied by compliance with labor law provisions in practice, leading to potential legal issues related to the protection and legal certainty for interns.

The DPR RI, as a state institution with legislative, budgetary, and supervisory functions, has a moral and legal responsibility to set a good example in the implementation of the laws it has enacted. The position of the Indonesian House of Representatives (DPR RI) as a state institution participating in the MSIB program raises questions about the consistency between the policies made and their implementation on the ground.³ Students participating in this program are placed directly in the working environment of the Indonesian House of Representatives (DPR RI), including in commissions, legislative bodies, and the general

¹ kabar dikti Kabar, "Program Magang Dan Studi Independen Bersertifikat (MSIB) Kampus Merdeka, Beri Pengalaman Di Dunia Profesi," kemdiktisaintek, n.d., <https://kemdiktisaintek.go.id/news/article/program-magang-dan-studi-independen-bersertifikat-msib-kampus-merdeka-beri-pengalaman-di-dunia-profesi>

² festival kampus Merdeka, "Mendikbudristek: MSIB Bukan Program Magang Biasa," kemdiktisaintek, n.d., <https://kemdiktisaintek.go.id/news/article/program-magang-dan-studi-independen-bersertifikat-msib-kampus-merdeka-beri-pengalaman-di-dunia-profesi>

³ Kevin Fransiskus Nicolas and Sekolah Tinggi Ilmu Ekonomi, "Dashboard Executive Bantuan Sosial Pada Sekretariat Jenderal Dpr Ri Mbkm Executive Dashboard on Social Help Secretariat General of Dpr Ri Mbkm," <https://www.jurnal.faperta-unras.ac.id/index.php/pakdemas/article/view/54>

secretariat of the DPR RI, with the hope of directly understanding the political and administrative processes of the state. The involvement of institutions in the internship program also raises legal issues if its implementation does not fully comply with the applicable legal provisions, particularly regarding the obligation of a written internship agreement. This condition has the potential to reflect an inconsistency between the normative function of the Indonesian House of Representatives (DPR RI) as a regulatory body and its implementation practices, while also reinforcing the tendency to normalize internship practices without written agreements in Indonesia, which impacts the weak legal protection for interns.

Normatively, the implementation of internships in Indonesia is regulated by the Minister of Manpower Regulation Number 6 of 2020 Article 10 paragraph (1) concerning the Implementation of Domestic Internships.⁴ This regulation explicitly requires a written internship agreement as the basis for conducting internships. The agreement serves to regulate the rights and obligations of the participants and organizers of the internship, the duration of the internship, the allowance, and the form of legal protection for the interns. In the perspective of civil law, Article 1866 of the Civil Code states that the means of evidence consist of "written evidence, witness testimony, presumptions, confessions, and oaths." The placement of written evidence in the first position is what makes a written agreement play an important role as a means of evidence, providing legal certainty and preventing ambiguity in legal relationships in the future.

However, the practice of internships in the field does not always align with those normative provisions. One of the issues that is still often encountered is the implementation of internships without a valid written internship agreement.⁵ This condition is often justified by the flexibility of the program or the assumption that students are merely participants in the learning process. However, in practice, interns perform substantive tasks and directly contribute to the activities of the institution, thereby factually bound in a legal relationship that creates rights and obligations.⁶

The same phenomenon also occurred during the implementation of the MSIB Batch 7 Program at the People's Consultative Assembly of the Republic of Indonesia (DPR RI).⁷ Based on empirical observations, the implementation of internships within the DPR RI environment is not based on a written internship agreement as required by Permenaker Number 6 of 2020.⁸ The relationship between interns and institutions is largely based on administrative

⁴ Kementerian Ketenagakerjaan RI, "Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 Tentang Penyelenggaraan Pemagangan Di Dalam Negeri,"

⁵ Program Studi et al., "Tinjauan Yuridis Mengenai Perjanjian Pemagangan Tidak Tertulis (Studi Kasus Di PT . Putra Mandiri Intipack) Merisa Puspitasari," 2003.

⁶ Mertokusumo, S. (19991). Hukum Acara perdata Indonesia. Yogyakarta:Liberty

⁷ Slamet Adi Priyatna, "TINJAUAN YURIDIS TERHADAP PENGGUNAAN PERJANJIAN TIDAK TERTULIS DALAM KEGIATAN BISNIS," 2022.

⁸ Hasil Wawancara dengan peserta magang MSIB 7 di Instansi DPR-RI tahun 2024, Tanggal 6 Januari 2026

documents such as the Letter of Acceptance and agreements communicated verbally at the beginning of the activities. This condition raises questions about the validity of the legal relationship for interns between norms and practices, and also reflects the weak institutional compliance with regulations that are part of the legal system established by the state itself. In this context, the Indonesian House of Representatives (DPR RI) as a regulatory body faces an institutional paradox, as on one hand it plays the role of norm creator, but on the other hand does not fully implement those norms. Furthermore, the absence of a written internship agreement creates legal uncertainty and opens up the possibility of an imbalance of positions between interns and institutions, which ultimately has the potential to weaken legal protection.

Several previous studies have discussed aspects of internships from various perspectives, such as the protection of interns, policy effectiveness, and the implementation of labor regulations. However, these studies generally remain normative or focus on the private sector, thus not comprehensively examining the validity of internships without written agreements in the context of the MSIB program in state institutions. Furthermore, there has not yet been research that specifically integrates normative analysis with empirical findings related to the practice of internships without written agreements within the Indonesian House of Representatives (DPR RI), particularly in the implementation of the MSIB Batch 7 in 2024. The absence of studies linking legal norms, institutional practices, and legal implications indicates a significant research gap. Therefore, this research discusses the validity of internships without a written agreement in the MSIB program.⁹

Based on this gap, this research has novelty that lies in the critical analysis of the discrepancy between the legal norms of internships and their implementation practices in state institutions. Unlike previous research that tends to place internships within a normative framework or limit them to the private sector, this study specifically examines the practice of internships without written agreements in the MSIB Program at the Indonesian House of Representatives (DPR RI) as a regulatory body. The novelty of this research lies in the analysis of the inconsistency between the role of state institutions as legal norm creators and their implementation practices in internships. Moreover, this research not only assesses the formal validity but also examines broader legal implications, including the potential change in the status of legal relationships and aspects of legal protection for interns due to the absence of a written agreement.

The formulation of the problem in this research is how the legal provisions regarding the obligation of a written internship agreement according to Minister of Manpower Regulation Number 6 of 2020, as well as the validity and legal consequences of conducting internships without a written agreement in the MSIB program at the Indonesian Parliament (DPR RI). The objective of this research is to analyze the alignment between normative

⁹ Leni Asmaraida et al., "Pengaruh Beban Kerja Terhadap Kinerja Mahasiswa Magang (Studi Terhadap Mahasiswa Magang MSIB 7 Di DPR RI Tahun 2024)," *PUBLIKA: Jurnal Ilmu Administrasi Publik* 11, (2025).

provisions and actual internship practices in the field, and to assess the legal implications for intern students who are still enrolled as students. This research is expected to provide academic contributions and serve as an evaluation material for the implementation of internships to align with the principles of legal certainty and justice.

2. METHOD

This research uses an empirical legal approach that examines the alignment between normative provisions and the implementation practices of internships in the Certified Internship and Independent Study Program (MSIB) Batch 7 at the People's Consultative Assembly of the Republic of Indonesia in 2024.¹⁰ The research specification is descriptive-analytical with the aim of describing and simultaneously analyzing the validity of internships without a written internship agreement.

The research data consists of primary data obtained thru observations and interviews with interns, as well as secondary data sourced from legislation and legal literature. All data are analyzed qualitatively or narratively by comparing field practices and applicable legal provisions to draw conclusions regarding the legal implications for the protection of interns.¹¹

3. DISCUSSION

3.1. Legal Provisions Regarding Unwritten Internship Agreements Based on Minister of Manpower Regulation Number 6 of 2020 on the Implementation of Domestic Internships, are they valid or not?

The assessment of the validity or invalidity of an unwritten apprenticeship agreement must begin with understanding the legal position of apprenticeships within the Indonesian labor law system. Minister of Manpower Regulation Number 6 of 2020 concerning the Implementation of Domestic Apprenticeships explicitly states that apprenticeships are conducted based on apprenticeship agreements made in writing between the apprentices and the apprenticeship organizers. This provision indicates that a written agreement is a formal requirement that determines the validity of the legal relationship in the context of internships.¹²

From the perspective of contract theory in civil law, Article 1320 of the Civil Code sets forth the requirements for the validity of a contract, which include "mutual consent, legal capacity, a clear subject matter, and a valid cause." Although this provision does not explicitly require a written form for a contract to be valid, in the context of internships, Minister of Manpower Regulation No. 6 of 2020, as a *lex specialis*, has stipulated that internship agreements must be in writing.¹³ When analyzed using legal reasoning, the requirement for a written apprenticeship agreement set forth in Minister of Manpower Regulation No. 6 of 2020 cannot be viewed merely as an administrative provision, but rather as a binding

¹⁰ M.Hum Dr. Muhaimin, SH., *METODE PENELITIAN HUKUM* (Mataram University Press, 2020).

¹¹ Wiwik Sri Abdul Kadir Muhamad, Widiarty, *Buku Ajar Metode Penelitian Hukum*, 2024.

¹² Analisis Yuridis et al., "YANG DIBUAT SECARA LISAN" 8, no. April (2025).

¹³ M.H. Ratna Artha Windari, S.H., "Hukum Perjanjian," 2014.

imperative norm. This is evident from the formulation of the norm as a mandatory rule, leaving no room for the parties to deviate from this provision; consequently, non-compliance with this obligation not only has administrative consequences but also results in the failure to meet the formal legal requirements for a valid apprenticeship relationship.

Conceptually, civil law does indeed recognize the principle of consensualism, under which a contract is deemed to come into existence upon the parties reaching an agreement. Article 1320 of the Civil Code also does not explicitly require a written form as a condition for the validity of a contract.¹⁴ However, in the context of apprenticeships, this principle cannot be applied absolutely. Minister of Manpower Regulation No. 6 of 2020 serves as a *lex specialis* that limits the freedom to determine the form of agreements, with the aim of providing legal certainty and legal protection for apprentices as parties who are structurally in a weaker position.¹⁵ Normatively speaking, the existence of a written agreement in an apprenticeship is a manifestation of the principles of legal certainty and legal protection, particularly for apprentices who are in a subordinate position. Therefore, disregarding the requirement for a written agreement is tantamount to disregarding the very purpose of the regulation itself. In this context, the practice of apprenticeships without a written agreement cannot be justified on the grounds of custom or efficiency, as it contradicts the principle of the hierarchy of laws, which places regulations as the primary reference in the formation of legal relationships.¹⁶

The results of empirical research obtained through observations and interviews with participants in the 7th cohort of the Certified Internship and Independent Study Program (MSIB) indicate that, in practice, no written internship agreement was drafted or signed by the parties. Interns only receive a Letter of Acceptance and verbal explanations regarding the implementation of the internship activities, as well as information via the MSIB website. This fact indicates that an agreement between the interns and the host organizations does indeed exist in practice, but it is not formalized in a written agreement as required by Ministry of Manpower Regulation No. 6 of 2020.¹⁷

These findings are supported by the results of interviews with several MSIB 7 participants at the Indonesian House of Representatives, who revealed that agreements between internship organizers and participants are generally communicated verbally during orientation or initial internship meetings; while others noted that the agreement was communicated via digital media such as email or the MSIB website; some also mentioned that they signed a letter of commitment to good conduct during the internship period, though not in the format of an internship agreement as stipulated in Ministry of Manpower Regulation No. 6 of 2020. The internship is based solely on the LOA and verbal agreements;

¹⁴ Subekti. (1995). *Hukum Perjanjian*. Jakarta:Intermasa

¹⁵ Kusumaatmadja, M. (2003). *Hukum Perdata dalam Praktik*. Bandung:Alumni

¹⁶ Analisis Yuridis et al., "YANG DIBUAT SECARA LISAN" 8, no. April (2025).

¹⁷ Hasil Wawancara dengan peserta magang MSIB 7 di Instansi DPR-RI tahun 2024, Tanggal 6 Januari 2024

there is no stage for signing an internship agreement before participants begin their internship activities at the DPR-RI, without a written contract as required by Minister of Manpower Regulation No. 6 of 2020.¹⁸

Interestingly, although there is no adequate written internship agreement, based on the author's observations and interviews with the interns, it can be concluded that their rights and obligations as interns were explained at the beginning of the internship. Likewise, explanations regarding technical matters such as working hours, tasks, mentors, allowances, and the duration of the internship have also been conveyed to all participants. This shows that the substance of the internship agreement has actually been communicated, but its formal form does not comply with the applicable regulations.

When asked about the impact of the absence of a written agreement, the majority of MSIB interns at the DPR-RI institution stated that this condition has the potential to disadvantage the interns. Initial F emphasized that interns do not have a strong legal basis to demand the fulfillment of their rights without a written agreement. A similar opinion was expressed by Initial J, who stated that companies or institutions can change policies at any time without any legal guaranties for the interns. Initials AK added that the absence of a written agreement still places interns in a vulnerable position when violations occur outside the initial agreement.

In the perspective of labor law, the absence of a written internship agreement causes the internship relationship to lose its formal legal basis. A written agreement serves as the primary evidence in case of a dispute and as an instrument that guaranties the clarity of the rights and obligations of the parties involved. Without a written agreement, interns are in a vulnerable position because they do not have a strong legal basis to demand the fulfillment of their rights.¹⁹

In customary practice, internships without written agreements still often occur, both in private and government institutions. That practice is often seen as normal because internships are considered a learning activity. However, in the Indonesian legal system, customs can only be accepted as a source of law as long as they do not conflict with statutory regulations.²⁰ Therefore, the practice of conducting internships without a written agreement cannot override the legal obligations explicitly stipulated in Minister of Manpower Regulation Number 6 of 2020. According to the author, the obligation for a written internship agreement in Minister of Manpower Regulation Number 6 of 2020 should be understood as a form of state affirmation toward the protection of internship participants. A written agreement is not merely an administrative formality, but a legal instrument that serves to balance the positions of the parties and prevent the abuse of the apprenticeship relationship, even tho empirically there is an agreement and implementation of apprenticeships in the

¹⁸ Hasil Wawancara dengan peserta magang MSIB 7 di Instansi DPR-RI tahun 2024, Tanggal 6 Januari 2026

¹⁹ Muhammad Shoim, *Pengantar Hukum Perdata Di Indonesia*, Jakarta Prestasi Pustaka, 2022.

²⁰ Ratna Artha Windari, S.H., "Hukum Perjanjian."

field.

Based on the normative analysis and empirical findings, it can be concluded that according to Minister of Manpower Regulation Number 6 of 2020, an unwritten internship agreement does not meet the legal requirements for the implementation of internships.²¹ The incompleteness of these formal requirements impacts the achievement of the main objectives of apprenticeship regulations, which are to ensure legal certainty and legal protection for apprenticeship participants.²² Thus, an apprenticeship agreement that is not made in writing not only fails to meet formal requirements but also reflects a disregard for legal norms, which will lose its legal legitimacy as a valid apprenticeship relationship, and potentially lead to other legal consequences, including the shift of the legal relationship status to an employment relationship as regulated by the applicable provisions.

3.2 The validity and legal consequences of conducting internships without a written agreement in the MSIB program at the Indonesian House of Representatives (DPR RI)

The validity of the implementation of internships without a written agreement in the Certified Internship and Independent Study Program (MSIB) at the People's Consultative Assembly of the Republic of Indonesia must be analyzed by linking the normative provisions of internships with the empirical facts found in the field. Based on the results of the author's observations and interviews with MSIB Batch 7 participants, it was found that the internship was conducted without a written internship agreement as required by Permenaker Number 6 of 2020. Interns only receive a Letter of Acceptance and an initial verbal explanation, without any documents or clauses that explicitly regulate rights, obligations, and legal protection mechanisms.²³

Factually, MSIB participants at the Indonesian House of Representatives (DPR RI) perform substantive tasks, adhere to the agency's working hours, and are under the direct supervision of the work unit. This condition shows that the internship is not only passive learning but also forms a legal relationship that creates obligations for the participants and authority for the institution. Furthermore, the absence of a written apprenticeship agreement causes the legal relationship to not meet the formal requirements set by Minister of Manpower Regulation Number 6 of 2020.²⁴

Next, is this legal? This shows a gap between the legal provisions requiring a written

²¹Nadia Adila Yurisa, "Yurisprudensi Terhadap Perjanjian Lisan," *marinews mahkamahagung*, 2025, <https://marinews.mahkamahagung.go.id/putusan/yurisprudensi-terhadap-perjanjian-lisan-0pq?>

²² Kementerian Ketenagakerjaan RI, "Peratur. Menteri Ketenagakerjaan Nomor 6 Tahun 2020 Tentang Penyelenggaraan Pemagangan Di Dalam Negeri."

²³ An Nisaa' Sulistyaningrum Budi et al., "Performance of the Independent Campus Policy in Certified Internship and Independent Study Programs Performa Kebijakan Kampus Merdeka Pada Program Magang Dan Studi Independen Bersertifikat," *Jurnal Multidisiplin Madani (MUDIMA)* 2, (2022).

²⁴ Safina Callistamalva Arindrajaya, Devy Setiyani, and Aris Prio Agus Santoso, "Efektivitas Implementasi Peraturan Menteri Ketenagakerjaan Republik Indonesia Nomor 6 Tahun 2020 Terhadap Hak Mahasiswa Sebagai Peserta Pemagangan," *Indonesia Law Reform Journal* 1.

agreement and the more flexible practices on the ground. Nevertheless, based on a literature review of related jurisprudence, internships without a written agreement can still be considered valid if there is a verbal agreement or actual actions demonstrating the existence of an internship relationship, as long as it does not contradict the basic rights of the participants. However, this is highly risky because it is difficult to prove in court if a dispute arises.²⁵ It is necessary to clearly distinguish between the existence of a legal relationship in fact and its validity in law. In the perspective of contract law, it is indeed true that the material requirements as stipulated in Article 1320 of the Civil Code, namely agreement, capacity, a specific object, and a lawful cause, can be fulfilled even if the contract is not made in writing. This indicates that a legal relationship has substantially been formed between the intern and the organizing institution. However, in the context of internships, the provision cannot be applied absolutely. Minister of Manpower Regulation Number 6 of 2020 as *lex specialis* explicitly requires a written apprenticeship agreement as a formal condition that must be fulfilled. Therefore, even tho there is a substantial agreement, the absence of a written agreement causes the relationship to be unqualified as a legally valid apprenticeship relationship according to positive law.

Furthermore, the implementation of internships without a written agreement also contradicts the objectives of the establishment of Minister of Manpower Regulation Number 6 of 2020, which are to create legal certainty and prevent exploitation in internships. In the context of habit, the practice of internships without a written agreement is indeed still common. However, such customs cannot be used as a basis for justification because they are contrary to the regulations. In the Indonesian legal system, customs can only be recognized as a source of law as long as they do not conflict with written law and principles of justice.²⁶

The legal consequence of conducting internships without a written agreement in the MSIB Program at the Indonesian House of Representatives is the weak legal protection for interns. Participants do not have a written legal basis to demand the fulfillment of their rights in case of violations, whether related to workload, working hours, or other forms of detrimental treatment. Moreover, the absence of a written agreement also complicates proof in case of a dispute, as the intern does not have strong evidence to demonstrate the existence of a valid internship legal relationship.²⁷

However, it is necessary to distinguish between the failure to meet formal requirements and the annulment or invalidity of an agreement. In contract law theory, the invalidity of a contract is generally associated with the failure to meet the material requirements as stipulated in Article 1320 of the Civil Code, "namely agreement, capacity, a certain object, and a lawful cause." a) If the subjective requirements (agreement and capacity) are not met, the

²⁵ Nadia Adila Yurisa, "Analisis Terhadap Perjanjian Lisan," *marineews mahkamahagung*, 2025, <https://marineews.mahkamahagung.go.id/putusan/yurisprudensi-terhadap-perjanjian-lisan?>

²⁶ Subekti, R. (1989). *Hukum Perdata Indonesia*. Jakarta: Intermedia

²⁷ Gautama, S. (2000). *Hukum Perdata Indonesia*. Jakarta: Ghalia Indonesia

contract can be annulled; b) Whereas if the objective requirements (a certain object and a lawful cause) are not met, the contract is void by law.

According to the author, in the case of internships without a written agreement at the Indonesian House of Representatives (DPR RI), it can be concluded that the material conditions of the agreement as referred to in Article 1320 of the Civil Code have actually been met.²⁸ There is an agreement between the internship participants and the internship organizers, even if it is conveyed verbally or thru digital media. The parties also have the legal capacity to enter into an agreement. The object of the agreement, which is the implementation of the internship, has also been clearly defined. Likewise, with *Presumptio Iustae Causa* (presumption of validity) or the cause of the agreement that does not contradict the law.²⁹

Based on these findings, corrective measures are needed in the form of strengthening internship policies, particularly in the MSIB program involving government agencies. One of the recommendations that can be proposed is the need for national standardization regarding the format and substance of internship agreements that must be used by all organizers, including state institutions. This standardization can be realized thru the preparation of a model agreement or internship agreement template provided by the government, thereby minimizing the potential for formal obligation neglect by institutions. A more stringent oversight mechanism and administrative sanctions are also needed for institutions that do not fulfill the obligation to create written internship agreements. In this context, the design of future regulations needs to focus on strengthening the aspect of enforceability, not only being normative but also implementative, for example, thru the obligation to report internship agreement documents as a prerequisite for program implementation.

In the perspective of comparative law, several countries have positioned apprenticeship agreements as mandatory and standardized legal instruments. In Germany, for example, the dual vocational training system requires a written contract (*Ausbildungsvertrag*) that details the rights and obligations of both the trainees and the organizers.³⁰ Similarly, in France, the internship agreement (*convention de stage*) is a mandatory document that must be signed by all parties, including educational institutions, as a form of legal protection for interns.³¹

Thus, the issue of internships without written agreements is not only an administrative compliance matter but also reflects the need for a reformulation of internship policies that are more responsive to the legal protection of participants. In the future, the regulation of internships needs to be directed not only toward fulfilling formal aspects but also toward

²⁸ Shoim, *Pengantar Hukum Perdata Di Indonesia*.

²⁹ Prof. Subekti, "Hukum Perjanjian.Pdf" (intermasa, 2005).

³⁰ Karlsruhe Institute of Technology (KIT), "Internship Regulations and Convention de Stage, <https://www.intl.kit.edu/english/23472.php>

³¹ Eurofound, "Strengthened Regulation of Internships in France," <https://www.eurofound.europa.eu/en/publications/all/strengthened-regulation-internships>

strengthening the legal position of interns as subjects with rights that must be effectively protected in the legal relationship of internships, where the unwritten internship agreement is substantially binding on the parties based on the principle of *pacta sunt servanda*, but its implementation contradicts the formal provisions of Permenaker No. 6 of 2020. This condition places interns in a vulnerable position due to the difficulty of proving their case in the event of a dispute or breach of agreement by the internship provider.

4. CONCLUSION

Ministry of Manpower Regulation No. 6 of 2020, specifically Article 10(1), explicitly requires a written internship agreement prior to the commencement of the internship, which must include the rights and obligations of the parties, the internship program and duration, and the amount of the stipend. An internship conducted without a written agreement is deemed invalid pursuant to Article 10(3) and may result in the intern's status being reclassified as an employee. Although an oral agreement may meet the validity requirements of a contract under Article 1320 of the Civil Code, in the context of internships, the specific provisions of Minister of Manpower Regulation No. 6 of 2020 must still be adhered to; therefore, an unwritten internship agreement cannot be legally justified. Research findings on the implementation of the 7th Cohort of the MSIB Program at the Indonesian House of Representatives (DPR RI) in 2024 indicate that the internship activities were conducted without a written internship agreement and were based solely on a Letter of Acceptance (LOA), verbal agreements, or digital communications, which resulted in weak legal protection for the student interns and created legal risks for the DPR RI as the organizer, including the potential for legal liabilities arising from the change in the interns' status to that of employees. The law is not perfect; common human logic does not always align with legal logic—this is the challenge faced by legal practitioners.

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