

## **ABSTRACT**

### **“Legal Analysis on the Implementation of Domestic Market Obligation Clause in Production Sharing Contract Towards General Agreement on Tariffs and Trade (GATT) Quantitative Restriction”**

By:

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This legal research is aimed to discover the implementation of Indonesia's obligation as a member of the World Trade Organization (WTO) between right to regulate over natural resources as reflection of state's sovereignty towards the Domestic Market Obligation clause in Production Sharing Contract under the quantitative restriction mentioned in the General Agreement on Tariffs and Trade (GATT) 1994. Further, this legal research will answer on how far the WTO rule may give effect to the validity of the Production Sharing Contract if there is to be found possible inconsistency measure towards the GATT 1994.

The research method that is used in this legal research is normative legal approach. This approach on normative research includes library study through an analytical approach on relevant legal instruments, journals, and books. The method of data analysis on this legal research uses qualitative methods. After the data was collected, the related problem in this legal research will be analyzed.

This legal research gives answer to the extent that Domestic Market Obligation regulation has high chance in violating the quantitative restriction as it is considered to give limiting effect for the contractor to exercise exportation activity. State power over natural resources shall be in conformity with state's obligation under the GATT 1994. However, WTO rule could not directly interfere with the validity of Production Sharing Contract in compromising the Domestic Market Obligation Clause. Production Sharing Contract is considered to have fulfill the validity under Indonesian law.

**Keywords: Domestic Market Obligation, Production Sharing Contract Quantitative Restriction, General Agreement on Tariffs and Trade (GATT)**

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## INTISARI

### ***“Analisis Hukum Implementasi Klausa Domestic Market Obligation dalam Kontrak Bagi Hasil Terhadap Larangan Kuantitatif pada General Agreement on Tariffs and Trade (GATT)”***

Oleh:

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*Penulisan Hukum ini ditujukan untuk mengetahui implementasi dari obligasi Indonesia sebagai anggota World Trade Organization (WTO) dengan hak untuk mengatur sumber daya alam sebagai cerminan dari kedaulatan negara terhadap klausa Domestic Market Obligation dalam Kontrak Bagi Hasil dibawah larangan kuantitatif yang tercantum pada General Agreement on Tariffs and Trade (GATT) 1994. Selanjutnya, penelitian hukum ini akan menjawab sejauh apa regulasi WTO dapat memberikan pengaruh pada validitas dari Kontrak Bagi Hasil apabila ditemukan pembatasan yang tidak konsisten terhadap GATT 1994.*

*Metode penelitian yang dipakai dalam penelitian hukum ini adalah pendekatan hukum normatif. Pendekatan dalam penelitian normatif ini mencakup pembelajaran kepustakaan melalui pendekatan analisis pada instrumen hukum terkait, jurnal, dan buku. Metode dari analisis data dalam penelitian hukum ini menggunakan pendekatan metode kualitatif. Setelah data didapat, masalah terkait dalam penelitian hukum ini akan dianalisa.*

*Penulisan hukum ini menjawab pada sejauh apa regulasi Domestic Market Obligation memiliki kemungkinan besar dalam melanggar larangan kuantitatif karena dianggap memberikan efek limitasi terhadap kontraktor dalam melakukan kegiatan ekspor. Kekuasaan negara terhadap sumber daya alam harus sejalan dengan obligasi negara sebagai member WTO dalam GATT 1994. Namun, regulasi WTO tidak dapat mempengaruhi secara langsung validitas Kontrak Kerja Sama dalam mengandung klausa Domestic Market Obligation. Kontrak Kerja Sama dianggap telah memenuhi validitas dalam hukum Indonesia.*

**Katakunci: Domestic Market Obligation, Kontrak Bagi Hasil, Larangan Kuantitatif,, General Agreement on Tariffs and Trade (GATT)**

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