

THE LEGAL PROTECTION IN THE USE OF AUTHENTIC DEEDS IN THE PATENT LICENSE AGREEMENTS

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Abstract

This research examines the urgency of incorporating authentic deeds in patent licensing agreements and formulating such documents to establish legal safeguards that enhance the effectiveness of patent licensing ventures. This study employed a normative juridical approach with analytical descriptive methods. The results showed that the integration of authentic deeds in patent licensing agreements ensures legal certainty for the involved parties, as these deeds serve as conclusive evidence to validate legal actions taken by the parties. Furthermore, authentic deeds act as a deterrent against bad faith actions by preventing parties from disavowing the agreement's contents. Additionally, there are no specific government-mandated formulations for patent licensing agreements. To achieve optimal legal protection, the formulation of an authentic deed in a patent license agreement should encompass aspects such as license exclusivity, limitations on patent usage, annual patent fees, information disclosure clauses, the equilibrium of patent use, sanctions, and dispute resolution.

Keywords: Patent License Agreement; Authentic Deed; Legal Protection.

Abstrak

Penelitian ini mengkaji urgensi pencantuman akta otentik dalam perjanjian lisensi paten dan merumuskan dokumen tersebut untuk membangun perlindungan hukum yang meningkatkan efektivitas usaha lisensi paten. Penelitian ini menggunakan pendekatan yuridis normatif dengan metode deskriptif analitis. Hasil penelitian menunjukkan bahwa pengintegrasian akta otentik dalam perjanjian lisensi paten menjamin kepastian hukum bagi para pihak yang terlibat, karena akta tersebut berfungsi sebagai alat bukti konklusif untuk mengesahkan tindakan hukum yang dilakukan oleh para pihak. Lebih jauh, akta otentik bertindak sebagai pencegah terhadap tindakan itikad buruk dengan mencegah para pihak mengingkari isi perjanjian. Selain itu, tidak ada rumusan khusus yang diamanatkan pemerintah untuk perjanjian lisensi paten. Untuk mencapai perlindungan hukum yang optimal, rumusan akta otentik dalam perjanjian Lisensi paten harus mencakup aspek-aspek seperti eksklusivitas Lisensi, batasan penggunaan Paten, biaya Paten tahunan, klausul pengungkapan informasi, keseimbangan penggunaan Paten, sanksi, dan penyelesaian sengketa.

Kata Kunci: Perjanjian Lisensi Paten; Akta Asli; Perlindungan Hukum.

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INTRODUCTION

Technology serves to ease and address the needs of human life. Researchers and inventors in technology have diligently developed a range of technologies beneficial to society, spanning from steam engines, light bulbs, telephones, health devices, household appliances, to information and communication technology.¹ Inventors of various forms of technology then protect their creations as part of Intellectual Property Rights² in the form of a Patent.

Research and development make a major contribution to development through the creation of products and processes that are useful for life. Patents were originally a form of privilege given to parties who opened a business or established a new industry using imported technology.³ Regulations regarding Patents in Indonesia are specifically regulated through the Law Number 13 of 2016 on Patent as amended by Regulation of Government in Lieu of Law Number 2 of 2022 on Job Creation⁴ as well as various derivative regulations from this law. A Patent in the Patent Law is defined as an exclusive right granted by the state to an inventor for the results of his or her invention in the form of the inventor's idea which is expressed in a specific problem-solving activity in the field of technology in the form of a product or process, or improvement and development of a product or process.

Patent utilization in business activities can be carried out in various forms, apart from personal use by the Patent Holder⁵ or Patent transfer activities, the Patent Holder can also give permission to certain parties to implement their invention within the agreed time period and conditions. This allows the Patent Holder to make more profits and provide more benefits from the results of the invention without having to give up rights to the Patent.⁶ Providing authorization for a third party to use a Patent can be achieved through granting a Patent License Agreement.

The License itself is permission granted by the Patent Holder, whether exclusive⁷ or non-exclusive⁸, to the Licensee based on a written agreement to use the Patent which is still protected within a certain period and conditions.⁹ In contrast to the transfer of a Patent, which involves the complete transfer of ownership rights, a License, as per an agreement, primarily confers the right to derive economic benefits from the Patent for a specific duration and under specific conditions. Therefore, the

¹ Muhamad Amirulloh and Helita Novianty Muchtar, "Textbook of Intellectual Property Law", (Bandung: Unpad Press, 2016) p. 122.

² Hereinafter referred to as "IPR"

³ Ranti Fauza Mayana and Tisni Santika, "Public Health Intellectual Property", (Bandung: Refika Aditama, 2021) p. 61.

⁴ Hereinafter referred to as the "Patent Law"

⁵ The Patent Holder is the Inventor as the owner of the Patent, the party who receives the rights to the Patent from the Patent owner, or another party who receives further rights to the Patent who is registered in the general register of Patents. Article 1 Number 6 of the Patent Law.

⁶ Ranti Fauza Mayana and Tisni Santika, *Op. Cit.*, p. 74.

⁷ What is meant by "Exclusive License Agreement" is an agreement that is only given to one Licensee, and/or in a certain area. Explanation of Article 76 of the Patent Law.

⁸ What is meant by "Non-exclusive License Agreement" is an agreement that can be given to several Licensees and/or in several regions. Explanation of Article 76 of the Patent Law.

⁹ Article 1 Number 11 of the Patent Law.

License Agreement may encompass either the entirety or a portion of the permissible actions. In this case, the Patent Holder still has the right to implement the Patent himself, unless otherwise agreed.¹⁰

In Indonesia, the activity of granting permission to use a Patent in the form of a License Agreement must be made in written form between the Licensor and Licensee in Indonesian with the provisions required by statutory regulations. The agreement is then registered and recorded by the Directorate General of Intellectual Property Rights (DJKI).¹¹ If the implementation of the License Agreement is approved, an announcement will be made by the Minister.¹² License Agreements that are not recorded and not announced have consequences where the License Agreement in question has no legal consequences for third parties.¹³

The Patent Law and its derivative laws and regulations which specifically regulate licensing¹⁴ have not yet specifically regulated the form of a Patent License Agreement. This causes the agreement to be drawn up in the form of a private agreement or in the form of an Authentic Deed drawn up by a Notary.

The significance of incorporating an Authentic Deed in a Patent License Agreement is intricately tied to the legal safeguards it offers. Private agreements, lacking the robust evidentiary strength of an Authentic Deed, may face limitations, particularly when disputes arise in the future. If a conflict arises concerning the License's execution, the weaker evidentiary nature of a private agreement necessitates verification of its accuracy, timing of signing, signatures, and other pertinent details.

On the other hand, an Authentic Deed has stronger evidentiary power, making it easier to resolve disputes by providing clear and strong evidence before the court. Evaluation of an Authentic Deed must be based on the principle of presumption of validity or *Presumptio iustae Causa*. This principle stipulates that an Authentic Deed is considered valid and has legal existence until a party officially declares or proves that the deed is invalid. To declare that an Authentic Deed is invalid, an official lawsuit is required to be filed with the General Court. As long as the lawsuit process is ongoing and until there is an official decision from the court which has permanent legal force, the Authentic Deed will continue to be considered valid and binding for all parties involved or who have an interest in the deed.

Private agreements are commonly preferred due to their quicker, simpler, and more cost-effective creation. However, in practical terms, if a dispute arises regarding a private Patent License Agreement,

¹⁰ Tasya Safiranita Ramli and Sherly Ayuna Putri, "Legal Review of the Differences between the Transfer of Patent Rights and License Agreements in Civil Law", (*Dialogia Iuridica: Journal of Business and Investment Law*, Vol 10.1, 2018) p. 100.

¹¹ Hereinafter referred to as the "DJKI"

¹² Article 7 Paragraph (2) of the Government Regulation Number 36 of 2018 on the Recordation of Intellectual Property Licensing Agreements (hereinafter referred to as PP No. 36/2018)

¹³ Article 78 Patent Law.

¹⁴ Among them are the Minister of Law and Human Rights Regulation Number 8 of 2016 concerning Requirements and Procedures for Applications for the Recordation of Intellectual Property Licensing Agreements (hereinafter referred to as "Permenkumham 8/2016"), Government Regulation Number 36 of 2018 on the Recordation of Intellectual Property Licensing Agreements (hereinafter referred to as "PP 36/2018") and Regulation of the Minister of Law and Human Rights Number 14 of 2021 on Amendment to Regulation of the Minister of Law and Human Rights Number 30 of 2019 on Procedures for the Granting of Compulsory Patent Licensing (hereinafter referred to as "Permenkumham 14 /2021")

the expenses and time required for resolution tend to be higher. This is because resolving disputes in the absence of an Authentic Deed can be more complex. The inefficiency and ineffectiveness of private agreements may lead to distortions in law enforcement, especially when disputes arise over License implementation. In a business context, disputes are viewed as avoidable costs, emphasizing the need for License Agreements in the licensing business to serve as efficient instruments providing optimal legal protection.

Until now, Notaries face limitations in exercising their authority to make Patent License Agreements. Legislation relating to Patents does not yet explicitly require the use of an Authentic Deed for granting a Patent License. In the application for registration of a Patent License Agreement, the parties only asked to attach proof that a Patent License Agreement has been made and the contents of the agreement. This needs to receive further attention in order to minimize legal uncertainty, encourage transparency in agreements, and facilitate more efficient dispute resolution in resolving Patent issues in Indonesia.

Given the identification problem at hand, first how to use an Authentic Deed in making a Patent License Agreement to provide legal protection that supports the implementation of the Patent Licensing business? Second, how the formulation of an Authentic Deed in a Patent licensing agreement can provide legal protection that supports the effectiveness of the Patent licensing business?

METHOD

In this research, the approach method used by the author is a normative juridical approach, namely research by tracing and analyzing library materials and documents related to the substance of the research as basic material for research by tracing and analyzing relevant regulations and literature. with the problems studied ¹⁵by focusing on literature research, especially analyzing the potential use of Authentic Deeds in Patent License Agreements as an effort to protect the law for the implementation of the Patent Licensing business. The research specifications used in preparing this research are descriptive analysis, namely the depiction of statutory provisions as positive law linked to legal theories in the practice of implementing law regarding the problems studied.¹⁶ The data collection technique used is normative qualitative where data is arranged systematically and then qualitative analysis is carried out using critical, constructive and contemplative review. The analysis results obtained are then presented in the form of a description/exposition (descriptive).¹⁷ The research stages were carried out using two stages, namely library research *and* field research *with* the aim of obtaining primary, secondary and tertiary legal materials related to the use of Authentic Deeds in Patent License Agreements.

¹⁵ Soerjono Soekanto and Sri Mamudji, "Normative Legal Research A Brief Overview", (Jakarta: Raja Grafindo Persada, 2019) p. 13-14.

¹⁶ Ronny Hanitjo Soemitro, "Legal Research Methodology and Jurimetry", (Jakarta: Ghalia Indonesia, 1990) p. 97.

¹⁷ Maria SW Sumardjono, "Guidelines for Making Research Proposals", (Yogyakarta: Faculty of Law, Gadjah Mada University, 1989) p. 24-25.

RESULT AND DISCUSSION

1. *Use of Authentic Deeds in Making Patent License Agreements to Provide Legal Protection that Supports the Implementation of Patent Licensing Business*

A Patent is an exclusive right granted by the government to its owner to protect a particular invention or discovery. In the context of IPR law, a Patent functions as a tool to reveal inventions that were initially kept secret, as well as providing protection for these inventions. The Patent registration process involves certain requirements, including the need for novelty which is explained in the Patent description submitted to the Directorate General of Intellectual Property (DJKI). Patent protection is important because it opens up access to certain technological knowledge for society, reduces the risk of repetition of research, and provides incentives for inventors to continue to innovate.

A Patent grants its holder the exclusive right to utilize their invention, while also offering others the chance to make use of the same invention. This process involves a Patent License agreement, which serves as the primary instrument for transferring the right to use a Patent to another party. Licenses create opportunities for individuals or other companies to utilize intellectual rights owned by someone else, whether for social or economic purposes. This creates extensive possibilities in the business realm, fostering further development and exploitation of Patents. In this context, a License presents the potential to increase the owner's income while also enabling other parties to engage in business activities utilizing an existing Patent.

However, it's crucial to pay attention to balancing the interests of both parties when creating a License Agreement. The details of the agreement and making sure each side's duties are fair and reasonable matter a lot. Striking a balance in the License Agreement is vital to make sure neither party is harmed in the process. A Patent License Agreement is an important legal document that outlines the rights and responsibilities of the Patent Owner and others using the Patent. Consider that each agreement is unique and can vary based on the type of Patent and the specific needs of the parties involved. The challenge lies in ensuring these agreements meet legal requirements without causing harm to either party.

Implementation in Indonesia often faces challenges, one of which is because one party is usually in a relatively weak position. Economic factors and a lack of understanding of the agreement often influence their position in negotiations, especially when dealing with foreign parties who have standard contracts. It is important to ensure that the formulation of the Patent License Agreement can provide fair protection and is in accordance with applicable laws and regulations. The clauses in the agreement must be drafted in accordance with legal principles that do not harm the state and pay attention to the rights and obligations of the parties.

Patent License Agreements are a form of agreement that is developing in developed countries. Typically, in these countries, the License Agreement is structured as a private agreement. If both parties agree to make the agreement an Authentic Deed, they then submit the agreement to be legalized. This approach is considered the most practical, fast and economical method in the context of business activities.

The Patent Law regulates that a Patent License Agreement must be made in a written agreement in Indonesian, therefore the License Agreement can be made in two forms, namely privately and in the form of an Authentic Deed. The choice of form of Patent License Agreement, whether in private form

or Authentic Deed, has major implications for legal protection. Agreements in private form are often considered more practical and easier to make, but have weaknesses in the strength of evidence according to Indonesian Law. Meanwhile, an Authentic Deed has stronger evidentiary power, but is considered to require greater costs and time in the process of making it. In Indonesia, this implementation has also adopted the same habit, where License Agreements are more often made by related parties with the help of lawyers or IPR consultants in the form of private agreements.

At the implementation stage in the field, the Patent License Agreement often becomes the object of dispute in court. In cases like this, several aspects become crucial, such as the strength of the evidence and the substance of the agreed deed. Licensing agreements made privately require proof regarding the identity of the parties, signatures, dates, contents of the agreement, and other aspects. The limited evidence of this kind of agreement often gives rise to debate, where business activities that were initially considered more economical in the form of private agreements then end up causing greater costs when involved in legal disputes.

This situation can be overcome by drawing up a Patent License Agreement in the form of an Authentic Deed, this is because an Authentic Deed with evidentiary power will still function as a valid means of proof, unless proven otherwise, whether in terms of content that is contrary to the law, in this case statutory regulations. invitations and the way they are made violate the Notary Profession Law (UUJN).¹⁸ Agreements made in the form of Authentic Deeds have stronger evidentiary power in the eyes of the law, which ensures greater protection of the rights regulated in the agreement. However, agreements made privately also have advantages in terms of ease and comfort in the process of making them.

However, regardless of the form of the agreement, a Patent License Agreement must meet legal requirements and have balance for the parties which is an important part of their legal protection. The contents of the agreement must be balanced by considering the rights and obligations of both parties. This balance ensures that no party is unfairly disadvantaged in the implementation of the agreement, which is also a crucial step in legal protection efforts.

Although the form of an Authentic Deed is one way to guarantee legal protection, it is not the only way to guarantee the legal security of an agreement. The private form of agreement does not always result in an increased possibility of conflict compared to an Authentic Deed. This is because it is also important to ensure that the formulation of the agreement is drafted well, because deficiencies in the formulation can cause problems in the future regardless of the form in the form of a private agreement or an Authentic Deed.

To be able to provide legal protection to the parties in the Patent License Agreement, this can be linked to Lawrence M. Friedman's legal system theory, in which Friedman argued that the effectiveness and success of law enforcement depends on three elements of the legal system, namely legal structure, legal substance, and legal culture.¹⁹ Friedman's theory explains that legal structure, legal substance and

¹⁸ Hereinafter referred to as the "UUJN"

¹⁹ Paisol Burlian, "Legal System in Indonesia", (Palembang: NoerFikri Offsert, 2015) p. 68-69. Lawrence M. Friedman, in his book *American Law An Introduction*, put forward the Legal System theory. According to him, "A legal system in actual operation is a complex organism in which structure, substance, and culture interact. A legal system is the union of "primary rules" and "secondary rules." Primary rules are norms of behavior, secondary rules are norms about those norms- how to decide whether they are valid, how to enforce them, etc. "

legal culture are interrelated elements in law enforcement in order to provide legal protection. The legal structure concerns law enforcement officials, legal substance includes statutory instruments and legal culture is the living law adopted in a society. In a Patent License Agreement, the legal structure regulates the process of making the agreement, the legal substance determines the firmness and content of the agreement, while the legal culture influences the compliance and enforcement of the agreement.

Legal substance refers to the content or material of the law itself, which in this case is statutory regulations. In a Patent License Agreement, legal substance plays an important role in determining the firmness regarding the use of the Patent, the limitations provided, the rights and obligations of each party, as well as the sanctions that will be applied if there is a violation of the agreement through the use of an Authentic Deed of Patent License Agreement. Effective legal protection requires legal substance that is clear, firm and can be implemented fairly by both parties.

Legal structure refers to the framework or system that regulates law in a particular country or legal environment. In the context of a Patent License Agreement, the legal structure regulates the process of making the agreement and the legal form that must be followed. If the legal substance, in this case the Patent Law, regulates the obligation to use an Authentic Deed to create a Patent License Agreement, then the legal structure that plays an important role in this case is the Notary. This Authentic Deed of Patent License Agreement then also determines the evidentiary strength of the agreement before the law.

Legal culture includes the norms, values and attitudes that develop in society regarding the law. In the context of the Patent License Agreement, legal culture plays an important role in law enforcement. If a culture emphasizes fairness, transparency, and adherence to agreements, the chances of effective law enforcement increase. However, if the existing culture does not support compliance with agreements or does not value compliance with the law, then law enforcement can be difficult.

Until now, Notaries are seen as an additional cost that is a burden on society. Thus, if an agreement is not required to be in the form of an Authentic Deed by law, most people choose to use a private agreement. With legal regulations regarding the obligation to use Authentic Deeds in Patent License Agreements, as well as the role of Notaries as law enforcers who understand aspects of IPR, the culture of society will follow. Where the expected result in the future is awareness among the public that the Patent License Agreement must be made in the form of an Authentic Deed to be able to protect them in carrying out the licensing business, without considering that making the deed is not an additional burdensome cost.

This means that being able to protect the parties by enforcing the law is not only determined by the formal aspects of law in the form of legal rules alone but also by the legal structure and legal culture. Thus, understanding the structure, substance and legal culture simultaneously becomes crucial in creating an effective Patent License Agreement and providing optimal legal protection for both parties involved. Legal protection that supports the implementation of Patent licensing business is a crucial foundation in creating a fair, structured and protected environment for the parties involved in Patent

In Lawrence M. Friedman, "The Legal System: A Social Science Perspective", (New York: Russell Sage Foundation, 1975) p. 16.

licensing transactions. In this context, the use of Authentic Deeds in making Patent License agreements has a significant role as one of the main instruments in ensuring strong legal protection.

In the entire Patent licensing process, the use of Authentic Deeds in agreements is an important element to ensure that the Patent licensing business runs fairly, is structured, and is supported by a strong legal foundation. This provides confidence to Patent holders and parties involved that their rights and obligations are legally protected, reduces the risk of disputes, and supports the growth of innovation and further technological development in society.

2. *The formulation of an Authentic Deed in a Patent Licensing Agreement can provide legal protection that supports the effectiveness of the Patent Licensing business*

A good contract must meet several important criteria, including accuracy. An accurate contract has clarity in its structure and content. The accuracy level of a contract is determined by factors such as completeness, preciseness, and exactness. Completeness, in relation to a contract, means that it contains all necessary parts. A precise and certain contract implies that it precisely formulates the intentions and agreements of the parties involved. Certainty here has a broad scope, covering aspects like form, time, value, and limitations of rights and obligations according to the contract. With a high level of preciseness and exactness, the contract's content should not contain vague or ambiguous words, phrases, or sentences.²⁰

Existence law in public is something means for create peace and order society, so in connection between member one society with the others can guarded interests, law none other than protection interest humans in the form of norms or rule. Certainty law is legitimate protection according to law to action arbitrary. Which means somebody will can obtain something to hope for in circumstances certain. Basically, the use of an Authentic Deed in drafting a Patent License Agreement has the main aim of providing solid legal protection. Through the formulation of an Authentic Deed, this effort not only aims to create legal certainty for both parties involved in the Patent Licensing business, but also to support the effectiveness of the entire business process as well as in-depth legal recognition of the rights and obligations of both parties involved in the transaction the.

The existence of a third party, in this case a Notary, can help the parties obtain an equal position in a Patent License Agreement. In private agreements, the possibility of differences in power between the parties involved becomes greater, especially if one party lacks understanding of the contents of the agreement. The Notary's ability to ensure equality of parties in the agreement and ensure that the contents of the agreement do not harm any of the parties is key in efforts to protect the law.

The role of a Notary in making a Patent License Agreement is very important to ensure fairness and validity in the agreement. Notaries, in the context of Authentic Deeds, are expected to provide balanced protection for both parties involved. This confirms that business processes are carried out transparently and with integrity, minimizing the potential for conflict or misunderstanding in the future.

²⁰ Ranti Fauza Mayana, Tisni Santika, and Zahra Cintana, "Notaries and Contracts Related to Intellectual Property-Based Financing", (Bandung: Refika Aditama, 2023), p. 133.

The implementation of this agreement is not just about making an official statement, but rather about creating a strong and fair legal basis.

However, it is still rare for Notaries to have a special understanding of License Agreements, which are an important part of the use of IPR. This can make it difficult for Notaries to understand and assess License Agreements involving IPR aspects. In the case of complex License Agreements, this lack of specialized knowledge can be an obstacle. Ignorance of the legal and technical aspects of IPR can be a potential source of conflict in the future. In this case, apart from involving a Notary, the involvement of an IPR consultant in formulating the contents of the Patent License Agreement will provide stronger legal protection for both parties. Collaboration between Notaries and IPR consultants provides a more complete dimension in ensuring that the technical and legal aspects of IPR are carefully considered in the agreement. This reduces the risk of ambiguity or errors in the future conduct of Patent Licensing business.

The Patent Law has regulated matters which must be included and which are prohibited in a Patent License Agreement, however there is no absolute formulation required by the DJKI regarding a License Agreement. A Patent License Agreement in the form of an Authentic Deed can be made by a Notary (*Relaas Deed/Deed of Minutes*) or before a Notary (*Partij Deed/Deed of the Parties*), depending on the level of complexity of the agreement to be made. If the agreement is considered complex and requires special expertise from individuals who are experts in their field, it can be prepared before a Notary, involving contributions from other skilled parties such as IPR consultants or lawyers.

However, if the License Agreement is something that is part of the skills of a Notary, thus it does not require an expert in the field to make it, then the agreement can be made by a Notary. Nevertheless, this necessitates specific education and guidance from the Directorate General of Intellectual Property (DJKI) to Notaries in Indonesia, ensuring the effective and accurate implementation of this legal practice. An Authentic Deed comprises three main sections, namely:

1. Heading of the Deed
Consists of:
 - a. Title of the deed, which in this case can be entitled "Patent License Agreement Between _____ and _____";
 - b. Deed number;
 - c. Time, day, date, month and year the deed was made;
 - d. The full name and place of residence of the Notary (for a deed made by a Substitute Notary or Temporary Notary, it must also contain the number and date of the appointment as well as the official who appointed him).
2. Body of the Deed
Consists of:
 - a. Comparision
Contains the full name, place and date of birth, nationality, occupation, title, position, place of residence of the presenters and/or the person they represent and information regarding the acting position of the presenter;
 - b. Premise
Contains the basis or basic information that is the basis or foundation for making certain documents or agreements. This includes the facts, information, or conditions that form the basis for the contents of the document prepared by the Notary. The premise

forms the legal basis of an Authentic Deed and helps explain the reasons or background underlying the legal transactions carried out.

For example, in making a Patent License Agreement, the premise in the Authentic Deed includes information about the identity of the parties involved, a description of the Patent to be licensed, relevant legal provisions, and other matters that form the basis or foundation of the agreement. This premise is important because it is the legal basis and facts that support the validity and validity of the Authentic Deed that is made.

- c. The contents of the deed are the wishes and desires of the parties which are divided into 3 (three) element parts, namely:

- 1) *Essentialia*

The most important parts, if not included, the agreement cannot possibly exist, in the License Agreement, for example regarding the object being agreed upon, the agreed exclusivity of the License, the area of implementation of the License, etc.

- 2) *Naturalia*

Parts that are determined by law as a matter of regulatory nature, in a License Agreement, for example regarding the annual fee for a Patent which must be included and regulated regarding the party who is required to pay, clauses regarding disclosure of information, clauses regarding recordation of the Licensing Agreement, etc. Other regulatory matters that must be fulfilled are listed in the Patent Law.

- 3) *Accidentalalia*

Parts added by the parties that are not regulated by law, in the License Agreement, for example regarding the explicitness regarding the use of the Patent, limitations, defaults, sanctions, dispute resolution, etc.

- d. Full name, place and date of birth, as well as occupation, title, position and residence of each identifying witness (if using an identifying witness).

3. End /Closing of the Deed

Consists of:

- a. Description of the reading of the deed as contained in Article 16 Paragraph (1) letter m or Article 16 paragraph (7) of the UUJN;
- b. Description of the signing and place of signing or translation of the deed (if any);
- c. Full name, place and date of birth, occupation, title, position and residence of each witness to the deed;
- d. A description of whether or not there were changes in the making of the deed in the form of additions, deletions or replacements and the number of changes.

The selection of the form of License Agreement must take into account the needs, complexity of the agreement, technical aspects, as well as the interests and legal protection of both parties. The role of a Notary in making a Patent License Agreement is to be a third party who ensures that the agreement is made in a form that provides protection and legal certainty of the Patent License Agreement. In addition, with an Authentic Deed, in cases of disputes that may arise in the future, strong legal protection will provide a solid foundation for both parties to resolve disputes fairly and efficiently.

At the implementation stage in the field, the Patent License Agreement registered with the DJKI does not always regulate in detail the implementation of the License, thus the agreement stands as a *Master Agreement* while other matters that are not regulated in *the Master Agreement* are contained in the derivative agreement. This is often done because for technical matters various changes can occur

during implementation, adapting to the conditions and needs of the parties. For Patent License Agreements, especially if only *the Master Agreement* is made in the form of an Authentic Deed, it must be explained that there is an additional agreement to *the Master Agreement*, Authentic Deed of the registered Patent License Agreement. The clauses that can be included in the last part of the Authentic Deed of Patent License Agreement can be prepared in the form below:

“The parties to this agreement acknowledge and determine that other agreements made on the basis of the implementation of this License are an inseparable part of this License Agreement. These agreements are made in a harmonious and consistent form, subject to the terms and conditions stated in this License Agreement.”

The form of the Authentic Deed of Patent License Agreement itself can be adjusted depending on the complexity of the License Agreement itself. If the License Agreement being drafted is considered quite complex, an IPR Consultant should be involved in formulating the contents of the License Agreement which involves technical aspects such as Intellectual Property Rights. This aims to provide better legal protection for both parties before the agreement is made in the form of an Authentic Deed.

Patent License Agreements are an important legal instrument in facilitating the use and development of inventions protected by Patents. In the context of IPR, this agreement has a significant role in enforcing the rights and obligations between the Patent owner and other parties who will use the invention. Apart from that, protection through the regulation of License Agreements in the form of Authentic Deeds is also important to create a fair, trustworthy and sustainable business environment for all parties involved. Efforts to develop IPR infrastructure need to be strengthened to provide better understanding to the public and law enforcement officials, thus the use of Notaries in drafting Patent License Agreements can become a common standard and is considered important in protecting the rights of the parties.

Thus, the use of an Authentic Deed in making a Patent License Agreement is not just a formality procedure. More than that, the aim is to provide solid legal protection, which is able to support the effectiveness and sustainability of the Patent Licensing business. Integration between Notaries who maintain equality and justice and IPR consultants who handle technical aspects of IPR is an important foundation for the successful implementation of the Patent licensing business. This creates a legal environment that is fair, trustworthy and provides certainty for all parties involved in this process.

CONCLUSION

The use of Authentic Deeds in making Patent License Agreements aims to provide solid legal protection to support the effectiveness of the Patent Licensing business. This is because the Authentic Deed has the position of perfect evidence to prove legal actions carried out by the parties, besides that the Authentic Deed can prevent the parties from acting in bad faith by not recognizing the contents of the agreement. These two things prove that the Authentic Deed provides legal protection for the implementation of the Patent License Agreement. The use of an Authentic Deed as a form of agreement provides greater legal force, although it still requires attention to legal substance and culture. The role of legal structure, legal substance and legal culture is important in ensuring optimal legal protection for all parties involved in the Patent Licensing business. In order to create solid legal protection for the Patent Licensing business, the use of Authentic Deeds in drafting Patent License Agreements is very important. Through an Authentic Deed, the main aim is to provide legal certainty to both parties

involved, while supporting the effectiveness of the entire business process and in-depth legal recognition of their rights and obligations. Even though the Patent Law has regulated things that are mandatory and prohibited in Patent License Agreements, there is no specific formulation that is required by the government in making Patent License agreements.

To ensure robust legal protection, it is essential to include key elements in the formulation of an authentic deed within a Patent License agreement. These elements should cover aspects like License exclusivity, limitations on Patent use, annual Patent fees, information disclosure clauses, the balance of Patent use, sanctions, and dispute resolution. The collaboration between Notaries and Intellectual Property Rights (IPR) consultants holds significant importance in establishing a legal environment characterized by fairness, trustworthiness, and certainty for all parties involved in the Patent Licensing business. This collaboration goes beyond a procedural step; it is a genuine effort to construct a solid legal foundation, minimize potential conflicts, and align the primary agreement with its derivative agreements.

In an effort to provide legal protection for the parties involved in a Patent License Agreement, it is necessary to formulate a special rule that requires the License Agreement to be drawn up in the form of an Authentic Deed. This step provides stronger legal clarity and minimizes the risk of misunderstanding between the parties involved. The involvement of a Notary in making this agreement ensures legal protection and provides clear guidelines for all parties so as to avoid varying interpretations and strengthen the validity and strength of the agreement. It is important for Notaries to be able to provide deeper expertise in making Authentic Deeds of Patent License Agreements by gaining a deeper understanding of IPR through counseling or training. With intensive education, Notaries can gain deeper insight into the technical and legal aspects related to IPR. Within this framework, the government and related institutions need to encourage training programs or seminars that prioritize this specific knowledge, thus Notaries can become more reliable partners in ensuring optimal legal protection for the parties involved in Patent License Agreements.

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