ABSTRACT

M. Dwi Budi Hariyanto, 10220057, A partnership agreement with the pattern of Core Plasma to Chiken Broiler in the Village Turi Toyaning Rejoso Pasuruan (Compilasi of Sharia Economic Law Observation). Thesis, Islamic Business Law, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University, Malang.

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Keywords : Partnership agreement, Pattern of Core Plasma.

A partnership agreement with the pattern of Core Plasma in the Village Turi Toyaning Subdistrict Rejoso regency Pasuruan, is a partnership agreement that bridging the company’s core with plasma farmers. Limited funds, technology and marketing is the background plasma farmers to do a partnership agreements. The partnership agreement can solve the problem of funding and quality of products control on plasma entrepreneurs, partnerships can also ensure marketing issues and the prices group production of farmers. But the means problem is the letter of agreement that does not load on the term of the agreement and risk.

This study aims to determine how the practice of a partnership agreement with the plasma core pattern in chickens broiler breeders in the village of Turi Toyaning Rejoso District of Pasuruan and how about the review of KHES (compilation of Islamic Economics Law) against a partnership agreement with the core pattern plasma in the community.

This research includes empirical study using sociological juridical approach. The data source get from interviews and documentation in the form of photos and notes from several informants that the company’s core and plasma farmers. Furthermore, the data is processed to analyze the accuracy of the data.

The results of this research that the practice of partnership agreements with the pattern of the plasma core, core enterprise agreements have an obligation to provide poultry, feed, medicine and coaching. Plasma breeders have an obligation to provide and care for the chicken coop until ready for harvest. this partnership in KHES called shirkah. By type, this cooperation is called syirkah inan, because the amount of capital, the burden of responsibility and the benefits of both parties are not equal to each other. However, in this partnership not all the conditions are met shirkah. It is caused by a lack of clarity proportion of profits earned by both parties and the term of the agreement were not specified in the initial contract. So legally, the contract is stated syirkah in cooperation imperfect (damaged), which can not be executed before syirkah kefasidan because it eliminated.