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Legal Protection of Company Data and Confidential Documents with Confidentiality Clauses in Employment Agreements and Code of Conduct (Case Study of PT Metindo Perkasa Decision Number 459/Pdt/2019/Pt.Bdg)

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Abstract: Protection of company secrets is an important part of ensuring healthy business and business activities. To ensure development activities with fair economic principles, the Indonesian state also strives to protect every business actor who can innovatively create systems and business activities that are mutually beneficial. However, the problem is that monopolistic actions and unhealthy competition often occur and end up with the teacher being one of the parties in a collaboration. For this reason, in order to protect every party in business activities, especially company activities, the state has legal provisions that regulate company secrets. This research aims to find out about legal protection for confidential company data and documents in Indonesia, as well as recognizing the role of work agreements and codes of conduct in the protection of confidential company data and documents. The research method used is descriptive analysis using a statutory approach, a case approach and a conceptual approach. The results of this research indicate that legal protection regarding confidential company documents and data is carried out based on Law no. 8 of 1997 concerning Company Documents and Law no. 30 of 2000 Concerning Trade Secrets, Meanwhile, the role of agreements and codes of conduct is very important in ensuring a healthy relationship between the workforce and the company, and is regulated in Law no. 13 of 2003 concerning Employment.

Keyword: Data, Documents, Company Confidentiality, Labor

INTRODUCTION

A country is an arrangement among involved nations to form an institution that aims to regulate and establish provisions for communal living. A country should be capable of ensuring the well-being and sovereignty of its people based on a constitutional system and prevailing laws as universal norms. This holds true for Indonesia, a nation comprising diverse ethnicities, guided by the clear objectives outlined in the 1945 Constitution, harmonized with

the values of Pancasila. With the enactment of the 1945 Constitution, fundamental rights of citizens and the state's position in this legal framework have been articulated in a rather intricate manner. This includes aspects concerning the right to employment and a decent standard of living in line with human dignity, as elucidated in Article 27, paragraph (2) of the 1945 Constitution of the Republic of Indonesia. Indonesia ensures that every citizen has the right to any occupation or enterprise, as long as it complies with the prevailing laws in the country. Considering the current growth of business and entrepreneurial activities in Indonesia, there is a necessity for a fundamental legal and social concept in utilizing various available resources and governing the relationships among entities. Therefore, the state has made various efforts to regulate the collaborative relationships between workers and business entities, aiming to guarantee a prosperous, fair, and decent life for all involved parties. This includes addressing legal provisions concerning business entities and enterprises. Presently, numerous business entities manage their economic activities employing diverse strategies and techniques, each with distinct objectives and motives primarily geared towards profit, whether material or otherwise. The application of these strategies and techniques requires precise guidelines regulating work activities, from management to operational tasks. Every business endeavor invariably possesses specific objectives that constitute a crucial part of its success. One such objective involves consumer interest in the products offered, achieved through a series of advantages embedded within those products to make them a preferred choice for consumers. Both in management and operationally, activities aimed at reaching consumers for the company's objectives and gains necessitate specifically devised strategies, including the utilization of trade secrets, which serve as a crucial component to excel in competitive environments.

Every company inevitably engages in operational activities that require human resources as the workforce supporting production activities. The term "workforce" refers to individuals possessing the ability to perform tasks to produce goods and/or services aimed at fulfilling personal needs or those of the community. The pivotal role of the workforce within a company is to ensure the operational activities that drive production, from the distribution of materials to consumption, in order to facilitate business and industry activities. Therefore, the workforce represents a significantly important resource capable of influencing the company's operational success, holding a crucial link to the organization. However, it's important to note that, based on human rights principles, employees have the right to cease their work due to various factors that may arise. Employees have the right to terminate their employment for various reasons, while companies also reserve the right to dismiss employees due to various factors that may arise. Therefore, in the relationship between employees and the company, there's a necessity for an employment agreement that ensures smooth collaboration between the company and its workforce. This agreement provides certainty regarding the positions of both parties. Typically, employment agreements contain clauses that elaborate on company secrets, such as production techniques, distribution, and consumption processes. Promotion strategies, marketing techniques, and customer handling strategies, along with various collaboration methods, are often addressed in these agreements to ensure the continuity of business operations. This aspect holds significant importance for companies to prevent replication or leakage of proprietary information to other parties. Consequently, there is a need for precise regulations concerning company secrets and the obligation of employees to maintain confidentiality, even after cessation of employment.

In addition to employment agreements, companies also have a code of conduct that plays a crucial role in ensuring the company's commitment. Within this code, there are work ethics and business ethics that influence, shape, regulate, and adapt employee behavior, ultimately realizing consistent behavior aligned with the company's culture in achieving its goals, vision, and mission. Work ethics refer to the positive traits and behaviors displayed by both employees and leaders that contribute positively to a company or organization (Yanesti).

Therefore, the company's code of conduct becomes a significantly important component to ensure that both management and operational activities run smoothly, fostering a company culture that facilitates conducive interactions among employees and between employees and leadership. In addition, a crucial aspect of a company's operations, often held as general secrecy, pertains to data and documentation management. Company archives serve as historical records and periodic transaction logs that are fundamentally crucial in ensuring the smooth functioning of business operations. As a significantly vital essence for every company, general company data and documents encompass financial documents comprising annual balance sheets, annual profit and loss calculations, accounts, daily transaction journals, as well as any written records concerning rights, obligations, and various aspects related to business activities. Evidence of transactions in the form of vouchers serves as the basis for accounting that affects assets, capital, and liabilities. Also, supporting data for financial administration is encompassed within these documents. Other documents involve data or written records containing information about utility value or significance, even if they are unrelated to financial documents.

The relationship among employment agreements, the code of conduct, and company data and documents clearly constitutes part of a company's secrets, which should always remain confidential as they are crucial keys to the success of sustaining business operations. Given the importance of these three aspects, they play a significant role in upholding the fundamental rights of employees to cease employment or the company's rights to terminate employment while still maintaining the company's confidentiality. Both employees and the company should be capable of agreeing on what constitutes company secrets and be responsible for not disclosing critical data or information vital to the company. This ensures the continuity of mutually beneficial business operations between employees and the company, even after an employee ceases employment. In relation to the employment relationship between a company and its workforce, issues often arise regarding trade secrets. An illustrative case occurred in 2018 at the Cibinong District Court, as evidenced in Verdict Number 325/Pdt.C/2018/Pn.Cbi involving PT. Metindo Perkasa as the Plaintiff against Rany Puspitasari as the Defendant. The lawsuit was filed based on alleged trade secret leakage through breach of contract stated in Employment Agreement 001/MP/III/2014 dated March 1, 2014, a document from the Plaintiff that had been agreed upon by the Defendant. In this agreement, the Plaintiff's signature was represented by a paraf, while the Defendant used an official signature. However, due to the condition of the agreement where the Plaintiff's evidence was insufficient, they were unable to provide substantial proof to impose sanctions against the Defendant. The panel of judges ruled that the Plaintiff lacked witnesses to substantiate the authenticity of the evidence presented by the Plaintiff. As a result, the court found that the Plaintiff was unable to prove the veracity of the evidence submitted, leading to the inability to impose sanctions against the Defendant.

The Cibinong District Court rejected the plaintiff's lawsuit on the grounds that the plaintiff couldn't meet the criteria for substantiating the evidence presented in court, citing the absence of witnesses able to verify the authenticity of the agreement. Following this decision, the plaintiff appealed to the Bandung High Court, under Decision Number 459/PDT/2019/PT.BDG. The essence of the case presented was that the defendant was proven to have committed breach of contract from the Employment Agreement, violating the plaintiff company's trade agreement, and additionally, the defendant was found to hold a directorial position in a company within the same field as that of the plaintiff's company. The lawsuit also emphasized that the defendant still possessed confidential documents belonging to the plaintiff. However, the core argument presented in the appeal was dismissed by the appellate court on the grounds that the plaintiff couldn't substantiate the authenticity and strength of the evidence presented during the trial. Through an analysis of the court ruling that elucidates the rejection of a lawsuit against the defendant concerning the issue of

company secrets leakage and the assessment of the aforementioned employment agreement, this article aims to conduct an analysis based on the steps of legal research, referencing the aforementioned court ruling and adhering to the applicable laws in Indonesia. The primary legal foundations used in this work will be Law Number 8 of 1997 regarding Company Documents and Law Number 13 of 2003 concerning Manpower in Indonesia. Referring to the legal basis enforced in Indonesia, the issue of company confidentiality is seen as an integral part of the interconnection between individuals, organizations, and the state as an institution that ensures fair business operations.

Given that Indonesia is a country governed by the rule of law, various issues involving welfare and relationships between parties can be resolved and addressed through legal avenues. As explained in the background above, matters regarding employment agreements and company confidentiality are regulated within Indonesia's legal system, particularly through civil law regulations in Indonesia. Therefore, considering that every company holds the right to protect its data and documents, as well as the authority to determine collaboration systems with its workforce or other parties, the primary aim of this work is essentially to explore the legal protection of company data and confidential documents in Indonesia. Additionally, it aims to recognize the role of employment agreements and codes of conduct in safeguarding company data and confidential documents.

METHOD

The research method is a set of procedures used in the research process, from determining data sources to data processing to address the research problem. Methodology as a set of procedures should have fundamental types of research and various components supporting the research activities, thus directing the process of answering the research questions. As such, the research method consists of at least the types of research, data types, data collection techniques, and data analysis techniques. These methodological components form an integrated unit used in research according to the researcher's needs, considering accessibility, research duration, and data availability required to address the research problem.

The type of research used in this study is qualitative research, stemming from the post-positivism paradigm. Qualitative research focuses on descriptive foundations and has a naturalistic nature, often employing data analysis rather than statistical analysis. Specifically, this research employs descriptive analysis. Descriptive analytical research methodology aims to systematically, accurately, and critically describe and portray a phenomenon, fact, or the relationship between phenomena and symptoms by analyzing cause and effect, systematically and logically outlining the relationship.

The research type and specification utilizing descriptive analytical methods will provide a comprehensive framework for this research, focusing on issues related to the legal protection of trade secrets involving data and confidential documents held by a company, as well as practices related to monopolies and unfair competition.

The data collection type and technique utilized involve the analysis of legal materials, acting as the foundation and basis for relationships within a company. Therefore, the legal materials used in this study are divided into primary legal materials, originating from regulations and legally binding materials for individuals or parties, such as legislative regulations, court decisions, and jurisprudence. Secondary legal materials function to explain primary legal materials, including books, articles, journals, prior research findings, and so on. Tertiary legal materials, which support primary and secondary legal materials, encompass legal dictionaries, encyclopedias, news articles, and similar resources.

The research approach utilized in this work encompasses the statutory approach, aimed at analyzing legal issues based on existing legal regulations. Additionally, it employs the case approach, involving the analysis of legal issues through cases such as court rulings that carry

legal precedence (Marzuki, 2013). Furthermore, it adopts the conceptual approach, analyzing legal issues based on evolving perspectives and doctrines within the field of legal studies. For data processing and analysis, a descriptive-qualitative data analysis process is employed. This involves managing data and information obtained from legal resources, consistently aligned with drawing conclusions from the research findings and analyses based on theoretical studies.

RESULTS AND DISCUSSION

Legal Protection for Company Data and Confidential Documents in Indonesia

Business and entrepreneurship are commonly practiced economic activities within society. The livelihoods and welfare of the community are intricately linked to purposeful and directed business activities, aimed at fulfilling their own needs as well as those of others. Each endeavor is executed with meticulous planning, strategic approaches, and intentional techniques to maximize business outcomes. As a result, these endeavors can yield tangible impacts in the short, medium, and long terms. Concerning community business activities, a country's stance can fundamentally be viewed from the perspective of its involvement in community efforts to enhance welfare. As observed in Indonesia, a country with a democratic governance system, citizens' rights to engage in economic activities are safeguarded by law. To make it easier to understand and read, the results of the study are described more first, followed by the discussion. Subtitle results and subtitle discussion are served separately. This part must become the largest part, at a minimum of 60% of the entire body of the article. Indonesia is a constitutional state where human rights are fundamental rights acquired from birth. Meanwhile, in the context of human relations within Indonesia, they are regulated through positive law, the enforcement of which is based on the legal foundation prevalent in Indonesia, sourced from the 1945 Constitution (UD RI). As stipulated, the 1945 Constitution serves as the legal cornerstone of the country; therefore, every form of positive law should stem from this legal foundation. The state regulates various forms of actions, all of which are subject to the law to ensure certainty, protection, and justice in the legal system of Indonesia. This includes laws governing business activities, employment relationships, and the rights of companies to safeguard the confidentiality of their business activities. This is aimed at fostering fair competition and ensuring rights in innovative business activities. It should be acknowledged that business competition is a result of the growing complexity of business activities amid society's needs for various products and services. Each company has its objectives aimed to be achieved through the implemented work and managerial systems, to manage the available resources within the company. Often, companies make efforts to create innovative systems to ensure smooth business operations and produce unique products or services that stand out from others in the market and appeal to consumers. In this scenario, the struggle isn't solely within marketing domains but also involves striving to create the best systems for running the company, ensuring that business operations run effectively, purposefully, and sustainably.

The competition that arises from conducting business activities in the most adequate and effective manner to achieve desired outcomes is part of a secret that must be safeguarded by a company. This secrecy can take the form of unwritten work systems, regulations, or various documents that essentially support the company's success in achieving its goals and even excelling in the competitive environment. Hence, corporate secrecy, also known as "undisclosed information," is referred to as "trade secret" or "know-how." It encompasses the undisclosed aspects of a company that should not be known by the public, as it holds valuable technological systems and values beneficial to business activities. It also possesses economic value significant for business operations and must be kept confidential by the business owner or company.

The definition of corporate secrets is also mentioned in Law Number 30 of 2000 concerning Trade Secrets, Article 1 paragraph (1), which describes a trade secret as information not known to the public related to technology and/or business fields that hold economic value beneficial to business operations and safeguarded in secrecy by the owner of the Trade Secret. According to the provisions of the Trade Secrets Law, the scope of Trade Secret protection includes production techniques, processing techniques, sales techniques, or other information in the technology and/or business fields that hold economic value and are not known by the general public. This encompasses matters related to drink or food recipes, production processes, formulas, client lists, and marketing plans.

Although the Trade Secrets Law does not impose conditions or require patent registration with the Directorate General of Intellectual Property Rights of Indonesia, this does not automatically imply acquisition. It is essential for trade secret owners to understand the applicable laws governing Trade Secrets to recognize the necessary actions and avoid losing rights to their trade secrets.

Companies that have both managerial and operational activities functioning to achieve corporate goals are entitled to protection rights for the secrets held by the company, including information. It should be understood that confidentiality of information is an effort to shield it from the public and other parties, ensuring that this information is not replicated or duplicated. As previously explained, this doesn't necessarily require registration with Intellectual Property Rights authorities, but legally, these rights are inherent and can be exercised by any business entity. Maintaining corporate confidentiality can be done through strict surveillance, establishing enclosed workspaces, or devising sanction plans and rules that reinforce the boundaries set to maintain the company's confidentiality. The importance of trade secret rights, which also encompasses corporate secrets and information, has been regulated through Law Number 3 of 2000 concerning Trade Secrets.

Through Law No. 30 of 2000 concerning Trade Secrets, it is clarified that trade secrets encompass various aspects related to production techniques, processing techniques, sales techniques, as well as information in the fields of technology and business that hold economic value and are not generally known by the public. Article 3 paragraph (1) of the Trade Secrets Law stipulates that trade secrets are protected if the information is confidential and possesses economic value, thereby being safeguarded through appropriate measures. Regarding the rights held by companies, as per Article 4 of the Trade Secrets Law, they have the right to exclusively use their trade secrets and can grant licenses or prohibit others from using or disclosing the trade secrets for commercial purposes. Furthermore, Article 11 of the Trade Secrets Law clarifies dispute resolution in cases of Trade Secret infringements, allowing the trade secret holder or licensee to file a lawsuit against anyone who unlawfully and without permission violates Article 4, seeking compensation and/or cessation of activities or acts as described in Article 4. Lawsuits can be filed in district courts. Additionally, Article 13 specifies that Trade Secret violations occur when an individual intentionally discloses a trade secret, breaches agreements, or fails to abide by written or unwritten obligations to maintain the confidentiality of the relevant trade secret.

One of the trade secrets held by companies includes information in the form of corporate data and documents. Referring to Law No. 8 of 1997 concerning Company Documents, Article 1 paragraph (2) defines company documents as data, information, or statements created and received by a company in the course of its activities, whether in writing on paper or other media in various forms that can be seen, read, and/or heard. Meanwhile, Article 2 explains that company documents consist of financial documents and other documents. Article 3 defines financial documents as accounting evidence, records, and supporting financial administration data that provide evidence of rights, obligations, and business activities by a company, while Article 4 delineates other documents as data or any writing

containing valuable frameworks for the company, even if not directly related to financial documents.

Considering the provisions regarding trade secrets encompassing various aspects of a company's operational conduct and management, certain crucial aspects correlate among these regulations. The information contained in trade secrets is an integral part inseparable from how business activities operate smoothly. Law No. 30 of 2000 concerning Trade Secrets and Law No. 8 of 1997 concerning Company Documents are two legislative products that provide legal protection for corporate information. These laws uphold a company's rights to store, utilize, and safeguard trade secrets, comprising critical data or documents used in both present and past operations.

The Law on Company Documents delineates important data and documents crucial for companies, such as financial documents and their supporting administration. These documents remain confidential within the company due to their relevance to both operational and managerial activities. The company's operations are significantly influenced by competent administration, encompassing financial and non-financial realms. Hence, it's not surprising that many documents, whether financial or non-financial, become confidential materials held by companies, requiring protection of their confidentiality. Therefore, it's evident that Indonesian legal provisions, particularly those governing corporate documents and trade secrets through existing laws, protect and grant full rights to companies to safeguard confidential company documents and data.

Based on the information and data obtained regarding trade secrets and company documents, it's important to realize that companies have the right to their own secrets, whether they are in the form of information or objects instrumental in the company's success in achieving its goals. Unlike intellectual property rights that require patents to leverage their economic value, the rights to company secrets do not necessitate prior registration. However, companies must understand that these rights are inherent in their operations, allowing companies to formulate regulations aimed at maintaining the confidentiality of their operations. This aligns with the legal protection concept presented by Setiono (2004:3), indicating that legal protection involves actions and efforts to shield society from arbitrary acts committed by governing authorities that deviate from legal norms. This serves to establish order and tranquility, enabling individuals to enjoy their dignity as humans (Setiono, 2004)

Referring to legal protection, the provisions concerning trade secrets are established in such a way as to create preventive legal protection. This legal protection is defined as the safeguard provided by the state or government to prevent violations or issues that could potentially cause harm within society before they occur.

The Role of Employment Agreements and Code of Conduct in Protecting Company Data and Documents

The company is an institution that comprises integrated work units, enabling the generation of outcomes within the business or sector it engages in. Operationally, the company requires labor as a critical production factor influencing its success. Despite various technological advancements that allow companies to replace human labor with robotic labor in some areas, human involvement remains significant, especially in continued sectors like distribution or raw material collaboration. Even amidst dynamic technological growth incorporated into company operations, many technologies still necessitate human involvement, particularly in planning and innovating company strategies that require basic human activity.

Until now, human labor remains a primary factor in achieving a company's goals. Human labor not only engages in production and distribution activities but also involves consumption, affecting various economic sectors and the company's internal materials. Given

the necessity of labor required by companies, the state plays a significant role in managing relations between the company and its workforce through legally binding provisions beneficial to all parties involved. The relationship between companies and labor needs to be well-maintained to allow the company to manage production factors according to its goals while ensuring labor rights regarding skill and ability.

To regulate the work relationship between companies and labor in Indonesia, the state enforces Law Number 13 of 2003 concerning Manpower. Article 1, Point 1 explains that manpower involves everything related to labor, before, during, and after work. Meanwhile, in Point 2, labor is defined as anyone capable of performing work to produce goods, services, either for personal needs or to meet the needs of society. Furthermore, Point 6 describes a company in this Labor Law context as any form of business with or without legal entities, owned by individuals, unions, or state-owned or private banks that employ labor with remuneration. This also includes social enterprises and other businesses employing and compensating individuals.

A company is an institution or organization that consists of various procedures required to create beneficial business activities impacting all involved parties, including both labor and company owners. Hence, a company has the right to establish company regulations not conflicting with Indonesian law. As stated in Article 1, Point 20 of the Manpower Law, company regulations refer to written regulations established by business entities that specify job requirements and the order maintained within the company. These regulations must be understandable and explained by the company to its workforce, serving as formal, written, or even legally binding guidelines.

The implementation of company rules should involve the consent of all parties, including the labor or employees involved in the company. To convey information about the prevailing rules within the company, typically, every company conducts employment agreements with the workforce, agreed upon by both parties, outlining comprehensive terms and conditions. As stated in Article 1, Point 14 of the Manpower Law, an employment agreement is a contract between workers and employers that contains terms of work, rights, and obligations of each party. Thus, this employment agreement establishes expectations, rules, rights, and obligations for both parties, including limitations on actions that cannot be taken upon cessation of employment.

The Manpower Law regulates various aspects involving labor and company relationships. Regarding work relations, Article 50 states that work relations occur due to an employment agreement between employers and workers. Furthermore, Article 51, paragraph (1), explains that an employment agreement can be made in written or unwritten form, while paragraph (2) emphasizes that a written employment agreement must comply with prevailing Indonesian law and should not conflict with existing laws. Therefore, the employment agreement, as a crucial part of labor relations, creates a legally binding agreement between the company and labor that includes enforceable provisions and obligations for both sides.

The employment agreement is a fundamental legal protection mechanism for safeguarding rights between labor and the company. Additionally, the employment agreement commonly includes an employee code of conduct as a form of the company's built-in work culture. The code of conduct is an unwritten rule demonstrated through attitudes and actions reflecting a positive company culture. Usually, this code of conduct is outlined in the employment agreement, aiming to align the employees' behavior with the company's culture. Based on the data and analysis of the Manpower Law, it's evident that the employment agreement stands as the fundamental legal protection to preserve the rights between labor and the company, while the code of conduct is part of the employment agreement implemented through actions and work culture to support the company's operations.

Case Analysis

Referring to the case that is the subject of this academic study, the case involved in the Decision of the Bandung High Court Number 459/PDT/2019/PT.BDG, which involved PT. Metindo Perkasa as the plaintiff and Rany Puspitasari as the defendant. This case was a decision at the appellate level concerning the case file of the Cibinong District Court Number 325/Pdt.G/2018/PN.Cbi, which was decided on August 1, 2019. The explanation provided in the Bandung High Court's decision revealed that the Defendant was an employee at the Plaintiff's company, having worked since March 1, 2014, and resigned in May 2017 for reasons that were unclear, characterized as a unilateral resignation. The employment agreement between the Defendant and the Plaintiff was established under the employment agreement number 011/MP/111/2014, with the Defendant's status as a permanent employee. Even after ceasing work at the Plaintiff's company, it was found that the Defendant had been employed elsewhere in the same field as the Plaintiff, contravening the terms of employment agreement clause 22 in Employment Agreement Number 001/MP/III/2014 and was deemed an act of non-performance.

Based on the core issues analyzed in the studied case's decision, fundamentally, the plaintiff sought legal protection for the company's secrets that were allegedly leaked due to the defendant's activities in breach of the employment agreement. The defendant was deemed to have violated several agreements, starting from unilaterally quitting employment, working elsewhere in the same field against the agreement's specified timeframe, to conducting activities similar to those within the operational scope of the plaintiff's company. These reasons were the basis for the plaintiff's lawsuit and legal efforts to assert their right to the company's secrets, protected by law through the established employment agreement between the plaintiff and the defendant. However, both the district court and the high court judges, in their verdicts and legal considerations, concluded that the defendant was not guilty in the explained case due to the plaintiff's inability to provide evidence or produce credible witnesses for the allegations against the defendant.

Upon conducting an analysis of the case study and a juridical examination of company secret protection, employment agreement roles, and code of conduct, one crucial aspect to highlight is the status of non-performance, which ideally should have been obtained through the document that the defendant was alleged to have breached. This status of non-performance could be obtained through a court proceeding based on the agreement mutually agreed upon by both parties. In other words, the status of non-performance issued by the court can serve as a legal basis to demonstrate that the defendant breached the agreement and infringed upon the company's secrecy. Considering that an employment agreement, as explained within the prevailing legal framework, establishes the employment relationship between labor and the company, this status of non-performance holds significant legal weight in defining contractual breaches and violations, including those related to the safeguarding of company secrets.

CONCLUSION

The legal protection for data and confidential documents of companies in Indonesia can be comprehensively understood through the enactment of Law Number 30 of 2000 concerning Trade Secrets and Law Number 8 of 1997 concerning Company Documents. Both legislative acts provide comprehensive explanations that documents containing important financial and supporting administrative information are part of a company's trade secrets that should not be disclosed to the public or other parties without the company's consent. This means that when a company endeavors to safeguard the confidentiality of its documents as part of its trade secrets, it has the right to establish rules regarding the company's secrets. Furthermore, the roles of employment contracts and codes of conduct are crucial in maintaining a company's confidentiality regarding its documents and data. Based on the

provisions of Law Number 13 of 2003 regarding Manpower, an employment contract forms the basis for establishing the employment relationship between labor and the company. In facilitating this relationship, the code of conduct functions to create a positive corporate culture that aligns the interests of the company and its workforce.

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