

Civil Law Analysis of the Blood Supply Cooperation Agreement between PMI Seluma and RSUD Tais

Ahmad Ali Widodo¹, Sinung Mufti Hangabei², Hendi Sastra Putra³, Mikho Ardinata⁴

¹²³⁴Faculty of Law, Muhammadiyah University of Bengkulu, Indonesia. E-mail: widodoahmadali@gmail.com, sinungmufti@umb.ac.id, bendi@umb.ac.id, mikhoardinata@umb.ac.id

Abstract: Blood availability plays a strategic role in health services because it directly affects patient safety and the continuity of medical treatment. In Seluma Regency, the collaboration between the Indonesian Red Cross (PMI) and Tais Regional General Hospital (RSUD) is outlined in a Memorandum of Understanding (MoU) to ensure a safe, adequate, and timely blood supply. However, its implementation still faces various obstacles, such as limited stock and delays in distribution, which have the potential to disrupt health services and patient rights. This study aims to analyze the implementation of the MoU from a civil law perspective, focusing on the validity of the agreement, the fulfillment of the rights and obligations of the parties, and the dispute resolution mechanism. The method used is normative legal research supported by empirical data through a review of the Civil Code, contract theory, and field findings. The results of the study show that the MoU has met the requirements for a valid agreement according to Articles 1320 and 1338 of the Civil Code, but there are still weaknesses in the implementation of the contract that have the potential to cause default, thus requiring the strengthening of regulations and supervision of cooperation.

Keywords: Civil Law, Cooperation Agreement, Indonesian Red Cross Tais Regional General Hospital, Blood supply.

1. Introduction

Blood availability is a vital component of the healthcare system because it plays a direct role in saving lives, especially in emergency situations, surgical procedures, severe anemia, and obstetric complications. In Indonesia, the demand for blood continues to increase every year and has exceeded five million bags nationwide (Indonesian Ministry of Health, 2022). This situation requires systematic blood supply management supported by institutional coordination and adequate legal certainty.

Within the healthcare system, the Indonesian Red Cross (PMI) has the authority to collect, process, store, and distribute blood as stipulated in Law No. 1 of 2018 on the Indonesian Red Cross. Meanwhile, hospitals, including the Tais Regional General Hospital (RSUD) as the main referral hospital in Seluma District, are responsible for providing comprehensive health services, including meeting the blood transfusion needs of patients. Therefore, cooperation between the Seluma District PMI and RSUD Tais is a strategic instrument to ensure the availability of safe, sufficient, and timely blood.¹

In Seluma District, the need for blood has increased along with population growth and the rise in medical cases requiring blood transfusions. The 2025 PMI Seluma District Report shows that blood stock availability is still unstable, so that RSUD Tais often experiences

¹ Siahaan and Muhirin, "Blood Supply Cooperation between the Seluma District PMI and Tais Regional General Hospital" (2023).

difficulties in meeting patient blood needs, especially in emergency situations.² This condition shows that the implementation of blood supply cooperation has not been optimal despite being supported by a formal agreement.

As the legal basis for the cooperation, the Seluma Regency PMI and Tais Regional General Hospital have signed a Memorandum of Understanding (MoU) on blood supply. In the MoU, the PMI is obliged to fulfill blood requests from hospitals as needed, while Tais Regional General Hospital is obliged to pay a blood processing fee of IDR 120,000 per bag in accordance with the provisions of the Bengkulu Province PMI. From a civil law perspective, this MoU is an agreement born out of the principle of freedom of contract as stipulated in Article 1338 of the Civil Code, and is based on the principles of consensualism, *pacta sunt servanda*, balance, and good faith.³

However, the existence of this MoU does not fully guarantee the consistent availability of blood. In practice, there are still delays and failures to fulfill blood requests by the PMI, which could potentially lead to default. This indicates weaknesses in the agreement, particularly regarding the clarity of the rights and obligations of the parties, the mechanism for implementing the agreement, and the legal consequences of a breach of contract.⁴

Previous studies on blood supply in Indonesia have generally focused on aspects of health service management, donor participation, and service efficiency. Studies analyzing blood supply cooperation agreements between the PMI and hospitals from a civil law perspective are still very limited, especially those discussing issues of agreement validity, performance, default, and dispute resolution mechanisms. In addition, there are no specific and explicit legal provisions governing civil liability and legal remedies if the blood supply cooperation agreement is not optimally implemented, resulting in a legal vacuum and uncertainty for the parties.

Based on these conditions, there is a clear research gap regarding the need for a civil law analysis of the implementation of blood supply cooperation agreements between the PMI and hospitals, especially at the regional level. Therefore, this study aims to examine the implementation of the blood supply cooperation agreement between the Seluma Regency PMI and the Tais Regional General Hospital from a civil law perspective, focusing on the validity of the MoU, the implementation of the rights and obligations of the parties, and the dispute resolution mechanism in the event of default. The results of this study are expected to provide a comprehensive legal understanding and recommendations to strengthen legal certainty and the effectiveness of the implementation of blood supply cooperation.

2. Method

This study uses a normative legal research method supplemented with empirical data to gain a comprehensive understanding of the implementation of the blood supply cooperation agreement between the Indonesian Red Cross (PMI) of Seluma Regency and the Tais Regional General Hospital (RSUD). The research approach was conducted through three complementary perspectives. First, a legislative approach, which focuses on the study of legal provisions related to agreements, including the principle of freedom of contract as stipulated in the Civil Code (2008), to ensure that the analysis is based on a valid legal basis. Second, a conceptual approach, which aims to understand the theory of obligations, the principles of

² A Ariyanto, "The Principle of Freedom of Contract in the Perspective of Indonesian Civil Law.," *Journal of Law* 7, no. 2 (2020): 145–56.

³ Siahaan and Muhirin, "Blood Supply Cooperation between the Seluma District PMI and Tais Regional General Hospital" (2023).

⁴ R Subekti, *Contract Law* (Jakarta: Intermasa, 2018).

contract law, and the practice of drafting Memoranda of Understanding (MoUs) in the context of health services, so that the theoretical framework of the research is clear and systematic.⁵ Third, a case or empirical approach, which is used to examine the facts and dynamics in the field, including the implementation of the MoU, the availability of blood stocks, distribution mechanisms, and operational constraints faced by PMI and Tais Regional General Hospital, so that the research can describe the actual conditions in the field (PMI Seluma Regency, 2025; Siahaan & Muhirin, 2023).

The research data sources consist of primary and secondary legal materials. Primary data includes the Civil Code, Minister of Health regulations related to blood transfusions, and official MoU documents between the Seluma Regency PMI and Tais Regional General Hospital. Meanwhile, secondary data was obtained from the annual reports of the PMI and the Regional General Hospital, as well as interviews with key informants who were directly involved in the implementation of the collaboration. This approach allows the study to combine legal normative analysis with empirical observation, so that each conclusion is based on a combination of applicable legal provisions and actual practices in the field.

The data analysis process was conducted using a normative-descriptive qualitative approach, with stages including understanding legal norms, interpreting laws and regulations, and evaluating empirical facts obtained from the field. This approach allowed researchers to assess whether the implementation of the cooperation agreement was in accordance with the principles of contract law and the principle of obligation, as well as to identify problems that arose during implementation. The results of the analysis are expected to produce valid and accurate conclusions, as well as form the basis for applicable recommendations for improvement to increase the effectiveness and compliance in the implementation of the blood supply cooperation between the Seluma Regency PMI and the Tais Regional General Hospital.

3. Results and Discussion

3.1. Validity and Binding Force of Blood Supply Cooperation Agreements from a Civil Law Perspective

The blood supply cooperation agreement between the Seluma Regency PMI and Tais Regional General Hospital, as outlined in a Memorandum of Understanding (MoU), constitutes a civil law relationship that gives rise to rights and obligations for the parties. From a civil law perspective, the validity of the agreement must be examined based on the provisions of Article 1320 of the Civil Code (KUHPerdata), which requires the agreement of the parties, legal capacity, a specific object, and a lawful cause.⁶

Based on the results of the study, this MoU fulfills the element of agreement because it was signed voluntarily without coercion. The parties also fulfill the element of legal competence because each is represented by an authorized official in accordance with the organizational structure and provisions of laws and regulations. The object of the agreement is clearly defined, namely the provision and distribution of blood for the Tais Regional General Hospital, while the cause of the agreement is lawful because it aims to support health services and patient safety.

With the fulfillment of these four requirements, this MoU is legally valid and binding as stipulated in Article 1338 of the Civil Code.⁷ This confirms that although MoUs are often viewed as preliminary agreements or soft agreements, in this context, the MoU is still a legally

⁵ Sidharta, B. A. *Contract Law: Principles, Theory, and Practice*. Bandung: Mandar Maju, 2020

⁶ Siahaan and Muhirin, "Blood Supply Cooperation between the Seluma District PMI and Tais Regional General Hospital."

⁷ Civil Code, *Burgerlijk Wetboek* (Jakarta: Sinar Grafika, 2008).

binding agreement because it contains clear rights and obligations and is implemented in practice. Therefore, any violation of the contents of the MoU may result in legal consequences in the form of default.

However, from a normative point of view, the binding force of an agreement is not only determined by its formal validity, but also by the clarity of the provisions regarding the performance, risks, and legal responsibilities of the parties. This MoU still has normative weaknesses, particularly the absence of explicit provisions regarding the tolerance limit for delays in blood supply, minimum stock availability standards, and legal sanctions if one of the parties fails to fulfill its obligations. The absence of such provisions has the potential to create legal uncertainty in the implementation of the agreement.

3.2. Implementation of the Rights and Obligations of the Parties, Default, and Legal Implications

Normatively, the implementation of the agreement must reflect the principles of *pacta sunt servanda* and good faith as mandated by Article 1338 paragraph (3) of the Civil Code. In this agreement, PMI is obliged to provide blood as requested by Tais Regional General Hospital, guarantee the quality and safety of the blood, and submit reports on blood availability.⁸ On the other hand, Tais Regional General Hospital is obliged to pay for blood processing costs, submit accurate data on blood requirements, and comply with the distribution procedures established by PMI.⁹

The results of the study show that in practice, there are often discrepancies between the clauses of the agreement and its implementation, particularly in the form of limited blood stocks and delays in distribution. In civil law, this condition can be classified as a breach of contract if the inability to fulfill these obligations is not accompanied by a valid justification, such as *force majeure*. However, this MoU does not explicitly regulate the classification of breaches of contract or conditions that can be excluded from liability, making it difficult to determine the legal responsibility of the parties.

From the hospital's perspective, delays or incomplete payment administration can also be categorized as a breach of contract if they hinder the implementation of PMI's obligations. This shows that the potential for breach of contract is reciprocal, so the agreement should regulate a balanced legal protection mechanism for both parties.

The dispute resolution mechanism in this MoU is still general in nature, namely through deliberation, mediation, or legal channels. Normatively, this arrangement does not provide sufficient legal certainty because it is not accompanied by clear procedures, a time frame for resolution, and the legal consequences of each stage of dispute resolution. As a result, the agreement functions more as an administrative instrument than as an effective legal protection tool.¹⁰

Based on this analysis, it can be concluded that although the blood supply cooperation agreement between the Seluma Regency PMI and the Tais Regional General Hospital is legally valid and binding, its implementation still faces normative weaknesses.¹¹ Therefore, it is necessary to strengthen the substance of the agreement through more explicit provisions regarding penalties for breach of contract, mechanisms for monitoring the implementation

⁸ M Fuady, *Contract Law: From a Business Law Perspectiv* (Bandung: Citra Aditya Bakti, 2018).

⁹ P.M Marzuki, *Introduction to Legal Science* (Jakarta: Prenadamedia Group, 2020).

¹⁰ J Satrio, *Contract Law: Contracts Arising from Agreements* (Bandung: Citra Aditya Bakti, 2019).

¹¹ M Habib, "The Application of the Principle of Freedom of Contract in Cooperation Agreements in Indonesia," *Jurnal Rechts Vinding* 10, no. 1 (2021): 112–25.

of the agreement, and a digital-based support system to enhance legal certainty and the effectiveness of the implementation of the rights and obligations of the parties.¹²

3. Conclusion

Based on the results of the study, it can be concluded that the cooperation agreement on blood supply between the Indonesian Red Cross (PMI) of Seluma Regency and the Tais Regional General Hospital (RSUD Tais) is legally valid and binding under civil law. This conclusion directly answers the first research problem regarding the validity of the agreement. The Memorandum of Understanding (MoU) fulfills all the requirements of a valid agreement as stipulated in Article 1320 of the Civil Code, namely mutual consent, legal capacity of the parties, a specific subject matter, and a lawful cause. Furthermore, pursuant to Article 1338 of the Civil Code, the MoU has binding legal force equivalent to law for the parties, despite its form as a Memorandum of Understanding.¹³ In relation to the second research problem concerning the implementation of the rights and obligations of the parties, the study finds that the cooperation has been implemented in accordance with the agreed provisions in a normative sense. However, from a substantive legal perspective, the implementation has not fully reflected the principle of *pacta sunt servanda* and good faith as mandated by Article 1338 paragraph (3) of the Civil Code. Persistent issues such as unstable blood stocks, distribution delays, and administrative constraints indicate that the fulfillment of contractual obligations remains vulnerable to potential default (*wanprestasi*). These conditions demonstrate that formal compliance with the agreement does not necessarily guarantee effective performance of contractual obligations.¹⁴

Regarding the third research problem related to default and dispute resolution mechanisms, the study reveals that the MoU does not provide adequate legal safeguards. The absence of clear sanction clauses, standards for determining default, and structured dispute resolution procedures results in legal uncertainty and weakens the enforceability of the agreement. Consequently, the MoU functions more as an administrative coordination instrument rather than a robust legal framework capable of ensuring accountability and legal protection for both parties.

Based on these analytical findings, several recommendations are proposed. First, the MoU should be substantively revised to include explicit provisions on default, administrative sanctions, and proportional penalties to enhance legal certainty and enforceability. Second, the agreement should clearly regulate claim and billing procedures, including time limits and documentation requirements, to minimize administrative disputes. Third, the implementation of a digital, real-time blood stock monitoring system is essential to strengthen supervision and prevent delays in distribution. Fourth, regular coordination meetings and capacity-building programs for PMI and RSUD officers should be institutionalized to ensure consistent implementation of contractual obligations. With these improvements, the cooperation agreement is expected not only to remain legally valid but also to function effectively as a civil law instrument that ensures legal certainty, accountability, and the sustainable availability of safe and timely blood supplies for the people of Seluma Regency.

¹² Fuady, *Contract Law: From a Business Law Perspectiv*.

¹³ Soekanto and Mmudji., *Normative Legal Research: A Brief Review* (Jakarta: RajaGrafindo Persada, 2019).

¹⁴ H Prayoga, "Memorandum of Understanding (MoU) in the Perspective of Contract Law in Indonesia," *Pacta Sunt Servanda Journal* 4, no. 1 (2022): 55–68.

References

- Ariyanto, A. "The Principle of Freedom of Contract in the Perspective of Indonesian Civil Law." *Journal of Law* 7, no. 2 (2020): 145–56.
- Code, Civil. *Burgerlijk Wetboek*. Jakarta: Sinar Grafika, 2008.
- Fuady, M. *Contract Law: From a Business Law Perspectiv*. Bandung: Citra Aditya Bakti, 2018.
- Habib, M. "The Application of the Principle of Freedom of Contract in Cooperation Agreements in Indonesia." *Jurnal Rechts Vinding* 10, no. 1 (2021): 112–25.
- Marzuki, P.M. *Introduction to Legal Science*. Jakarta: Prenadamedia Group, 2020.
- Prayoga, H. "Memorandum of Understanding (MoU) in the Perspective of Contract Law in Indonesia." *Pacta Sunt Servanda Journal* 4, no. 1 (2022): 55–68.
- Satrio, J. *Contract Law: Contracts Arising from Agreements*. Bandung: Citra Aditya Bakti, 2019.
- Siahaan, and Muhirin. "Blood Supply Cooperation between the Seluma District PMI and Tais Regional General Hospital." 2023.
- Soekanto, and Mmudji. *Normative Legal Research: A Brief Review*. Jakarta: RajaGrafindo Persada, 2019.
- Subekti, R. *Contract Law*. Jakarta: Intermasa, 2018.
- Ministry of Health of the Republic of Indonesia. (2022). *Indonesia Health Profile 2022*. Jakarta: Ministry of Health of the Republic of Indonesia.
- Seluma District Red Cross. (2025). *Report on blood availability and distribution in 2024*. Seluma: Seluma Red Cross Blood Transfusion Unit.