

Legal and Ethical Validity of the Thesis Jockey Services Agreement

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ABSTRACT: This research examines the validity of thesis jockey service agreements from a legal perspective, focusing on the complexities arising from paid academic work. The study analyzes the legal implications of intellectual property rights, contractual validity, and potential criminal liability under existing regulations. A normative juridical approach is employed, utilizing a statute-based analysis of relevant laws, particularly Law No. 20 of 2003 on the National Education System. The research relies on secondary data sources, including legal texts, court decisions, and scholarly articles. Data collection is conducted through a literature review, and the analysis technique follows qualitative juridical interpretation to assess legal risks and implications. The study identifies key legal concerns, such as intellectual property rights violations, contractual obligations, and the potential for fraud or document forgery. It highlights that payments for thesis writing services may constitute an employment relationship, raising ethical and legal dilemmas. The findings indicate that service providers and clients may face legal consequences, including criminal charges for academic dishonesty and violations of copyright law. The research underscores the legal risks associated with thesis jockey services and emphasizes the need for stricter enforcement of academic integrity policies. The study calls for increased awareness of legal consequences and improved regulatory measures to safeguard educational integrity. This research contributes to the understanding of academic integrity and legal accountability, providing insights for policymakers, educational institutions, and legal practitioners to address the challenges posed by paid thesis writing services.

Keywords: Validity of Agreement, Thesis, Jockey.



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INTRODUCTION

Humans are gifted with the extraordinary gift of reason and intellect. This is a gift that sets us apart from other creatures on this planet. The ability to think, plan, and solve problems using reason is a very noble thing. With our reason, humans can create advanced technology, inspiring

art, and world-changing scientific discoveries. This gift also gives us the ability to understand and appreciate beauty, empathy, and morality, allowing us to live in a more civilized and empathetic society (Tirinna, 2022).

In addition, human reason and intellect give us the power to learn from the past, plan for the future, and make wise decisions. This allows us to continue to develop, innovate, and improve our living conditions and the environment around us. By using common sense, humans have great potential to achieve higher goals, build meaningful relationships, and leave a positive legacy for future generations. Therefore, being given reason is a very noble gift, and it is our responsibility to use it wisely for the good of ourselves and the world around us (Harahap, 2022).

College education is very important because it provides individuals with the opportunity to expand their knowledge and skills in areas of interest. In college, we can learn more specific and in-depth subjects than at previous levels of education. This allows us to become experts in a particular field, such as science, law, art, engineering, or business (Moesarofah, 2021).

In addition, college education also opens the door to opportunities for better jobs. Many jobs require high qualifications, and having a bachelor's degree or higher can increase the chances of getting the job you want. College is also a place where we can meet different people and build a professional network that is very valuable for the future. Through interactions with lecturers and classmates, we can broaden our horizons, hear new perspectives, and gain inspiration to achieve our career goals (Basani, 2017).

A student is a person or pupil who has completed high school and then continues his education to a higher level, namely college. Students will study various kinds of broader knowledge and improve their skills to become experts in their field improve their moral education better and be more qualified. Students who have decided to continue their education higher, certainly want to get a bachelor's degree (S1) that is worthy to be used or placed next to their name (Mahdiansah, 2019).

However, the bachelor's degree will be obtained by students if they have completed the study program at their university with the provision that they have completed their study period for 3.5 to 4 years or a maximum of 14 semesters which are charged to Semester Credit Units (SKS) of 144 or 146 SKS. Students must also complete their final assignment in the form of a Thesis or Scientific Article. The Director General of Higher Education also emphasized that students who want to get a Bachelor's degree (S1) must have the ability to write scientifically, namely making a Thesis or Scientific Article because it is one of the requirements for students that must be carried out to get a bachelor's degree according to their study program (Andriani & Wibawanta, 2020).

A thesis is like a big assignment that must be done by students in college, especially to get a bachelor's degree. It is like a research project or a long writing on a certain topic chosen by the student. In the thesis, students must prove that they can investigate, understand, and present information in a scientific and structured way. This process includes collecting data, analyzing it, and writing down findings and conclusions. The thesis is a way for students to demonstrate their

ability to understand and deepen their chosen field of study (Antasari, 2021).

Graduation requirements to obtain a degree are regulated in Article 25 Paragraph (1) of Law No. 20 of 2003 concerning the National Education System, which states that "Higher education institutions have the authority to determine graduation requirements to obtain an academic, professional or vocational degree." Higher education institutions have the authority to determine graduation requirements, including the preparation of scientific works such as theses or articles as one of the requirements.

In this context, scientific work or theses must be compiled by students using their thoughts and efforts, without plagiarism. This principle is further explained in Article 1 number (6) of the Minister of National Education Regulation No. 17 of 2010 concerning the Prevention and Handling of Plagiarism in Higher Education. According to this article, scientific work is the result of academic work created by students, lecturers, researchers, or education personnel in a higher education environment, either in written, printed, or electronic form, which can be published and/or presented.

Nowadays, thesis writing services have become commonplace in campus environments and beyond. This phenomenon is no longer considered a secret but has drawn criticism, even among scientists themselves there are doubts. Such services are usually closed and confidential. The use of such services can have negative impacts, both in terms of ethics because they provide incorrect education and reduce students' ability to present their academic papers. Paying someone else to complete a thesis is also considered not to represent the effort and independence that a student should have. For students who rely on such services to complete their thesis, such actions can harm their grades and potentially result in sanctions for the students concerned (Sutrisno et al., 2021).

The phenomenon related to thesis writing services has attracted the attention of researchers. This service, although controversial, is a form of service business that requires assessment from various perspectives. This evaluation does not only involve academic aspects but also considers the legal aspects of the agreement (Fadli et al., 2021; Stroppa, 2023). On this basis, researchers are interested in exploring this phenomenon in a study entitled The Validity of the Thesis Jockey Service Agreement.

The previous researcher, Rasyida in 2019, conducted a study entitled "Buying and Selling Thesis Writing Services Through Online Media in Malang City (Legal Research of Law No. 19 of 2016 Concerning Electronic Information and Transactions and Islamic Law)." The findings of this study indicate that in the ITE Law, these services violate the provisions contained in Articles 27 and 35, while service providers can be charged with Article 51. In the context of Islamic law, this contract is referred to as *Akadi*. The sale and purchase of these is considered a type of *bai'istishna* contract because the object of the contract is not disclosed at the beginning of the contract, salary payments can be made in advance, in installments, or at the end, and there is no additional time limit to present the contract courses that have been set. This is because the completion of the thesis depends on the decision of the lecturer. However, from an Islamic legal perspective, the final employment contract does not meet the legal requirements for a contract, because the

subject of the contract is prohibited by sharia (Rasyida, 2019).

Next, there is a study by Diska Eren Arfiani who conducted a study entitled "Transaction of Thesis Jockey Services of Tulungagung Students in the Perspective of Conventional Law and Sharia Economic Law". The results of this study indicate that theses are included in the category of works whose copyright is guaranteed by the Copyright Law so that the practice of thesis jockeys has the potential for copyright infringement. However, the use of thesis jockey services is not a problem if it is carried out following applicable provisions and does not harm the copyright holder, in line with the legal basis of Law No. 28 of 2014. The validity of the transaction of thesis jockey services in the context of Sharia Economic Law can be compared to the form of *bai'istishna* sale and purchase, but due to the lack of clarity regarding the goods obtained (*maqud alaih*) in its legal aspect, this practice is prohibited. It is important to note that there is a violation of the principles of *muammalah*, including the principle of *tauhidi*, the principle of truth, and the principle of justice, which are the basis for carrying out *muammalah* contracts in Sharia Economic Law (Arfiani, 2022).

From the two previous studies, it can be concluded that the focus of the two studies discusses thesis buying and selling services in online media and copyright infringement in carrying out thesis jockey services. While in this study, I will discuss the validity of the agreement in thesis jockey services according to the Civil Code article regarding the valid requirements of the agreement.

METHOD

This study employs a Normative Juridical approach, which focuses on the examination of legal norms, statutory regulations, and legal principles relevant to the validity of thesis jockey service agreements. The statutory approach is used to analyze laws governing contract validity and academic integrity, particularly about intellectual property rights and criminal law. This study utilizes both primary and secondary legal materials to provide a comprehensive analysis of the validity of thesis jockey service agreements. Primary legal materials include statutory regulations that form the foundation of legal analysis, such as the Civil Code (KUHPerdata), which establishes the legal requirements for a valid agreement, and Law No. 20 of 2003 on the National Education System, which regulates academic integrity and educational ethics. These laws serve as the primary basis for assessing the legality of paid thesis-writing services. In addition, secondary legal materials such as books, legal journals, court rulings, and scholarly articles are used to support the interpretation of primary sources. These materials provide critical insights, expert opinions, and discussions on the broader legal implications of thesis jockey services, including potential violations of contract law, intellectual property rights, and fraud-related offenses. By integrating both primary and secondary legal sources, this research ensures a well-rounded examination of the legal framework governing thesis-writing service agreements.

The data collection process in this study follows a structured literature review method, which involves several key steps:

1. Determine the key legal materials required for the study, including statutory regulations, court

- rulings, books, and scholarly articles.
2. Obtain legal texts such as the Civil Code (KUHPerdata) and Law No. 20 of 2003 on the National Education System, along with legal journals and expert analyses.
 3. Sort the collected legal sources based on their relevance to the research focus, such as contract validity, intellectual property rights, and ethical considerations.
 4. Carefully read and analyze the statutory laws and legal texts to understand their application to thesis-writing service agreements.
 5. Cross-reference different legal materials to cover all aspects of the research and identify any gaps that need further investigation.

The study applies an inductive qualitative analysis technique, which involves systematically examining and interpreting legal materials to draw meaningful conclusions. The analysis follows these steps:

- a. Analyze the content of the gathered legal documents to extract key legal norms and principles.
- b. Identify similarities and differences between legal regulations and scholarly discussions to determine common legal perspectives.
- c. Evaluate how each legal provision applies to thesis-writing service agreements and their validity under the law.
- d. Examine potential legal consequences for service providers and clients, such as contractual breaches, fraud, or copyright violations.
- e. Based on the analysis, summarize findings on the validity of thesis jockey service agreements, legal implications, and possible regulatory measures.

RESULT AND DISCUSSION

Agreement Based on Civil Code

The use of the term "agreement" has its roots in Dutch, namely "*overeenkomst*." In Indonesian law, there is a definition stated in Article 1313 of the Civil Code. According to this article, an agreement is defined as an act in which one or more individuals voluntarily bind themselves to one or more individuals. The essence of the article reflects the existence of a mutually binding relationship between the two parties. While in Article 1233 of the Civil Code, an agreement is born because there is an agreement or based on the Law that regulates it, in the object of the agreement, Article 1234 of the Civil Code explains that an agreement is intended to provide an object, carry out a legal act, and or not do something. In an agreement, there are also legal consequences that can arise (Ginting, 2021; Jones & Presley, 2013; Turisno et al., 2021).

Although Article 1313 of the Civil Code provides a simple description, Ahmadi Miru and Sakka Pati in their work, "Law of Contracts," explain that a contract involves one party who promises and binds himself to another party. This definition underlines the concept of binding which is at the heart of a contract. According to R. Subekti, a contract is a situation where someone makes a promise to another individual or where two individuals agree to do something together. This view provides a personal nuance in the context of a contract, where the relationship between

individuals plays a key role.

Sudikno Mertokusumo, in "Mengenal Hukum (Suatan Pengantar)," defines an agreement as a legal relationship between two or more parties based on an agreement to give rise to legal consequences. In this perspective, an agreement becomes the basis for the emergence of legal consequences that bind the parties involved. The Black's Law Dictionary provides a definition that emphasizes the agreement between two or more individuals. The core definition of this dictionary highlights that a contract can be understood as an agreement between the parties involved, which involves an obligation to carry out or refrain from an action. Overall, understanding an agreement in a legal context includes aspects of voluntary agreement, mutual commitment between the parties involved, and the legal impacts that arise as a consequence of the act. This definition is an important foundation for understanding and applying the principles of contract law in various legal contexts in Indonesia (Dewi et al., 2021).

The definition of an agreement put forward by experts provides a comprehensive view of the essence and elements involved in a legal act. Here are some definitions of an agreement according to experts. Sri Soedewi Masjehoen Sofwan states that an agreement is "a legal act in which one or more people bind themselves to one or more other people." This understanding emphasizes legal actions that involve a commitment between the parties involved. This means a legal act concerning property or wealth between two parties, in which one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of that promise." This definition describes an agreement in the context of property law and the responsibility for the implementation of promises.

A. Qirom Samsudin Meliala stated that an agreement is "an event in which someone promises to someone else or in which someone else promises to do something." This understanding highlights the elements of an agreement as an event in which promises are made and bound. From these definitions, several elements can be identified that involve an agreement, there are legal rules in a contract that can be written (regulated by statutory regulations) or unwritten (derived from customary law). Legal Subject (Rechtsperson). The parties involved in the agreement, namely the creditor (receiving) and the debtor (owing). Performance as the creditor's right and the debtor's obligation, can be in the form of giving something, doing something, or not doing something. Agreement is a conformity of the statement of will between the parties, and is one of the requirements for the validity of an agreement according to Article 1320 of the Civil Code. The emergence of rights and obligations as a legal consequence of the agreement, with the possibility of a lawsuit if the performance is not fulfilled (Arsela & Nelson, 2021).

By understanding the definition of an agreement from various experts, a person can be more alert and competent in agreeing, avoiding potential legal problems, and engaging in a legitimate and fair transaction. An agreement, as a concept in Indonesian civil law, emerges in a detailed and detailed framework regulated by the Civil Code (KUHPerdara). Article 1313 of the Civil Code is the main basis that describes an agreement as an act in which one or more individuals voluntarily bind themselves to one or more individuals. The key to forming this agreement is the existence of an agreement that indicates an agreement between the parties involved (Falah & Rahman, 2022).

To strengthen the validity of an agreement, Article 1320 of the Civil Code stipulates several conditions that must be met. First of all, there is a requirement of agreement, where all parties must agree without any element of coercion or unlawful pressure. Second, the capacity to agree is an equally important requirement, requiring that each party has a legal capacity that includes legal capacity and freedom. Furthermore, the object of the agreement must be clear, can be determined, and does not violate legal provisions, morality, and public order. Meanwhile, a lawful cause and a form determined by law or agreement of the parties are also elements that determine the validity of an agreement (Ardana et al., 2021).

Furthermore, Article 1338 of the Civil Code confirms that every agreement made legally has the same legal force as the law for the parties who make it. This confirms the binding and binding character of an agreement that has been legally valid. However, in practice, there are legal consequences that apply if one party does not fulfill the promised performance. This action is known as a breach of contract, where the law stipulates various sanctions that can be applied to parties who violate their obligations in the agreement. Therefore, the obligation to fulfill performance is essential in maintaining the integrity of the agreement and maintaining the balance between the rights and obligations of the parties involved (Ali et al., 2022).

Overall, the Civil Code provides a solid foundation for understanding and implementing agreements in the context of civil law in Indonesia. Delving into the articles governing agreements not only provides an in-depth legal perspective but also provides a foundation for creating agreements that are fair and valid in the eyes of the law (Kurniati et al., 2019; Sumarto, 2021).

In general, the Civil Code stipulates several conditions for an agreement to be considered valid. These conditions include:

1. Agreement: The parties must agree voluntarily without any coercion or unlawful elements.
2. Legal Capacity: The parties involved must have the legal capacity to bind themselves, which includes legal capacity and legal freedom.
3. Object of Agreement: The object of the agreement must be clear and can be determined, and must not conflict with the law, morality and public order.

In addition to these requirements, the Civil Code also stipulates several additional provisions such as the prohibition of agreements that are contrary to law, morality, or public order. The parties involved in the agreement must fulfill what they have agreed to. Violation of this obligation can result in legal action. Several reasons can be the basis for terminating an agreement, such as breach of contract (breach of agreement) or reasons recognized by law. Some agreements must be made in writing to meet legal requirements, such as land sales or high-value agreements. For agreements that are not legally required to be in writing, oral evidence can be used. The explanation above covers the important points regarding agreements under the Civil Code. It should be noted that every agreement must comply with the provisions that have been regulated by law to be recognized and protected by law.

Validity of Skrispi Jockey Services

The validity of the agreement is a crucial aspect in the context of civil law, especially based on Article 1320 of the Civil Code (KUH Perdata). This article indicates that an agreement will be valid if it meets the requirements for the validity of the agreement. Therefore, it is important to evaluate whether the agreement involved in the transaction of using thesis jockey services complies with the provisions set by law.

Contract law in the context of Western law is regulated in part of the Civil Code (KUH Perdata), especially in the third part which discusses obligations. Article 1313 of the Civil Code is included in the chapter that discusses "Concerning Obligations Arising from Contracts or Agreements." The contents of the article state that an agreement is an act in which one or more people bind themselves to one or more people (Muljadi & Wijaya, 2014). Contract law in the scope of Western law is regulated in part of the Civil Code (KUH Perdata), especially in the third part which discusses obligations. The requirements for a valid agreement are following the provisions of Article 1320 of the Civil Code to be considered binding for the parties involved. Article 1321 of the Civil Code emphasizes that an agreement has no legal force if it is given due to error, coercion, or fraud. Article 1322 of the Civil Code describes the elements of error into two, namely mistakes relating to the nature of the goods and mistakes regarding the binding party (Nurachmad, 2010).

Coercion and fraud are also explained in Article 1323 and Article 1328 of the Civil Code as grounds for cancellation of an agreement. The provisions of Article 1330 of the Civil Code stipulate that a person is considered incompetent if he/she is included in the category of minors, placed under guardianship, or the wife of a husband who is still subject to the Civil Code (although this regulation has been abolished by Law No. 1 of 1974 on Marriage). Article 1332 of the Civil Code stipulates that the object of an agreement must be goods that can be traded, with goods being defined as something whose type can be determined. This means that anything that is the object of the agreement must not be contrary to the laws, morality, or public order that apply in society.

Article 1365 of the Civil Code explains that any act that violates the law and causes harm to another person requires the perpetrator to replace the loss. Agreements made without a valid reason, with false reasons, or with prohibited reasons are considered invalid. The legal impact of not fulfilling valid requirements is the nullity of the agreement, either in the form of cancellation or null and void. Meanwhile, the legal consequences of a valid agreement are binding on the parties following the provisions of the law (Article 1338 of the Civil Code).

The parties are also required to carry out the agreement in good faith and are not entitled to terminate the agreement unilaterally. Based on Article 1365 of the Civil Code, an unlawful act that causes harm to another person requires the perpetrator to replace the loss. Failure to fulfill the legal requirements can result in the cancellation of the agreement, while a valid agreement binds the parties to follow the provisions of the law. The legal principles of agreements in the Civil Code include the principles of freedom of contract, consensualism, *pacta sunt servanda*, and good faith. The object of the agreement involves performance, and there is a possibility of default, namely failure to fulfill performance according to the agreement (Arifin, 2020).

The law of contracts in the Civil Code (KUH Perdata) includes several principles contained in

its articles. First, the principle of freedom of contract is explained in Article 1338 of the Civil Code, stating that all valid contracts apply as law to those who make them. Second, the principle of consensualism shows that contracts can be formed and binding once an agreement is reached between the parties, without the need for special formalities, as regulated in Article 1338 paragraph (1) in conjunction with Article 1320 number 1 of the Civil Code. Third, the principle of *pacta sunt servanda*, known as the principle of legal certainty, states that a valid contract binds the parties who make it, following Article 1338 paragraph (1) of the Civil Code. Finally, the principle of good faith is required by Article 1338 of the Civil Code, which states that every valid contract must be carried out by the parties who make it in good faith (Anshori, 2010).

In addition, the agreement involves an object, which includes achievements in various forms, such as giving, doing, or not doing something. In this context, the risk of default can arise, which includes four categories put forward by Prof. Subekti: not performing at all, performing but late or not on time, performing imperfectly, and doing something prohibited in the agreement.

The law of contracts in Western law, particularly in the Civil Code, is regulated in the third section which discusses obligations. Article 1313 of the Civil Code, included in the chapter "On Contracts Arising from Contracts or Agreements," describes an agreement as an act in which one or more parties bind themselves to another party." (Muljadi & Wijaya, 2014). For an agreement to be considered valid and binding for the parties involved, it must meet the requirements for a valid agreement following the provisions stipulated in Article 1320 of the Civil Code.

Article 1321 of the Civil Code stipulates that an agreement will lose its legal force if it is given due to an error, or obtained by coercion or fraud. In other words, an agreement is considered invalid if there is an error, coercion, or fraud in the process of its formation. This article serves as a legal umbrella that protects the integrity and validity of an agreement.

Article 1322 of the Civil Code discusses two aspects of negligence. First, negligence related to the nature of the goods, which will not invalidate the agreement unless it relates to the nature of the goods that are the core of the agreement. Second, negligence can also relate to the parties who bind themselves, adding complexity in the context of nullifying the agreement. Article 1323 of the Civil Code emphasizes that coercion against a person which agrees will cause the agreement to be void. This shows that the law protects the parties involved from pressure or influence that can affect the integrity of their decisions.

Article 1328 of the Civil Code highlights that fraud can be a basis for nullification of an agreement. If one party engages in fraud, resulting in the non-consent of the other party without fraud, the agreement can be declared invalid. This creates a legal basis to protect honesty and transparency in the formation of agreements. Thus, the three articles, namely Article 1321, Article 1322, Article 1323, and Article 1328, provide a detailed and layered legal framework to deal with situations where an agreement can be declared invalid due to error, coercion, or fraud (Nurachmad, 2010).

Article 1330 of the Civil Code regulates the competence of the parties in forming an agreement.

A person is considered incompetent if he falls into the following categories: first, a person who is not an adult, with the limit of adulthood being determined by the Notary Law as 18 years of age or married; second, a person who is placed under guardianship; and third, the wife of a husband who is still subject to the Civil Code (although this regulation has been abolished by the Marriage Law No. 1 of 1974). Article 31 paragraph (1) of the Marriage Law stipulates that the rights and position of a wife must be balanced with the rights and position of a husband, and paragraph (2) emphasizes that women are considered competent to agree. Circular Letter of the Supreme Court No. III of 1963 states that a person who is considered competent can carry out legal acts independently.

Furthermore, regarding the object of the agreement, Article 1332 of the Civil Code states that only goods that can be traded can be the subject of an agreement. Goods are defined as something whose type can be determined, and everything that is the object of an agreement must not be contrary to law, morality, or public order. Regarding lawful causes, Article 1365 of the Civil Code states that every act that violates the law and causes harm to another person requires the perpetrator to replace the loss. Agreements without valid reasons, containing false reasons, or prohibited reasons are considered invalid. The legal impact of failure to fulfill valid requirements is the nullity of the agreement, either in the form of cancellation or null and void. In addition, the legal consequences of a valid agreement are binding on the parties following the provisions of the law (Article 1338 of the Civil Code), and the parties are required to carry out the agreement in good faith and are prohibited from terminating the agreement unilaterally (Anshori, 2010).

In addition, the assessment of student graduation requirements is an unavoidable step. Agreements that conflict with the rules or graduation requirements set by educational institutions can have serious consequences for the validity of the agreement. Therefore, it is important to explain and ensure that the agreement does not violate applicable graduation provisions.

Not only in the legal realm but also in the ethical and academic context, it is important to consider the impact of using the services of a thesis jockey. Although the agreement is valid from a legal perspective, educational institutions generally have academic ethical standards that must be upheld by students. Violation of these ethical standards can potentially lead to academic consequences, which must be watched out for by the parties involved in the agreement.

Form of Thesis Jockey Service Agreement and its Legal Implications

There are two forms of thesis jockey service agreement, namely direct or face-to-face and indirect or online. The party who needs the thesis jockey service directly interacts with the service provider without involving an intermediary or any form. In other words, the two meet and talk directly without involving a third party. In this context, the thesis jockey agreement transaction is carried out directly. The definition of an agreement in the initial stage includes an action in which one or more individuals bind themselves to another person or more. In general, an agreement is an agreement between the parties regarding something that gives rise to a legal relationship, produces rights and obligations, and if not implemented following what was agreed, can result in sanctions. The purpose of agreeing is as a basis for resolving problems in the future, so that each party is protected, obtains legal certainty, and achieves justice (Pardana et al., 2020).

The basic understanding involves an arrangement where the occupant must handle his proposition, and the thesis jockey specialist works together through friendly or electronic media. In this framework, the meeting of the two parties does not occur directly or face to face. This kind of arrangement is necessary because of the large number of notifications, which are accessed through various platforms such as the Web, WA, Instagram and so on, some of which even involve intermediaries. In this context, an agreement is usually formed when the user of the thesis jockey service contacts the service provider after seeing an advertisement or promotion through a virtual platform such as WA or Instagram. This process involves communication via WA or Instagram, where payment, proposal handling deadline, and online completion are arranged via video call. In addition, the jockey or the jockey is asked to send a photo of their ID card as a security measure.

Thus, several valid conditions of the agreement are regulated in Western Civil Law, especially the Civil Code (KUH Perdata). To assess the validity of the thesis jockey service agreement, here is an analysis of the conditions that need to be considered. Article 1321 of the Civil Code states that consent must be given without error, coercion, or fraud. In the context of a thesis jockey service agreement, it is important to ensure that the agreement between the party providing the thesis jockey service and the party utilizing it occurs without any element of error, coercion, or fraud.

Article 1330 of the Civil Code stipulates that incompetent persons include minors, those placed under guardianship, or the wife of a husband subject to the Civil Code. In the case of a thesis jockey service agreement, it must be ensured that both parties involved have the legal capacity to agree. Article 1332 of the Civil Code states that the object of the agreement must be goods that can be traded (Setiawan et al., 2023). In the context of thesis jockey services, the object of the agreement must be clear and its type can be determined. Ensure that thesis jockey services do not conflict with the law, morality, or public order. Article 1365 of the Civil Code states that every act that violates the law and causes harm to another person must replace the loss. In a thesis jockey service agreement, the cause or reason underlying the agreement must be valid and not violate the law. Thesis jockey services should not have a negative impact or harm another party.

The thesis jockey service agreement meets the above requirements, then it is valid according to the provisions of the Civil Code. However, it is also important to consider the regulations or legal provisions applicable in a particular country or region, because the law of the agreement may vary. Based on the context presented, the practice of jockeying or paid thesis creation has complex legal implications. Several aspects that need to be considered from a legal and intellectual property rights perspective involve Law No. 20 of 2003 concerning the National Education System and Law No. 28 of 2014 concerning Copyright.

Criminal Sanctions in the National Education System: Article 25 paragraph 2 of the National Education System Law states that if a university graduate's scientific work is proven to be plagiarized, his/her academic title will be revoked. The implementation of the practice of plagiarism can potentially violate this provision, which can lead to the revocation of an academic title. Copyright and Employment Relations: Article 36 of the Copyright Law states that the

copyright holder of a work is its creator unless there is an agreement stating otherwise. In the context of plagiarism, the copyright holder should be the creator, unless there is a written agreement stating otherwise. Referring to R. Soesilo's comments on this article, students who ask others to do their final assignments fulfill the elements in Article 378 of the Criminal Code.

Fraud in the context of criminal law is regulated by Article 378 of the Criminal Code, which states that a person is considered to have committed fraud if, intending to unlawfully benefit himself or another person, he uses a false name, false dignity, trickery, or a series of lies, to induce another person to hand over goods, grant debts, or write off receivables.

According to R. Soesilo's explanation in his book on the Criminal Code (KUHP), fraud can occur when someone tries to persuade another person to give goods, make debts, or write off receivables. Such persuasion can involve the use of false names, false circumstances, trickery, or fabrication of falsehoods. In the context of students who ask for help from others to complete their final assignments, this can fulfill the elements of fraud as regulated in Article 378 of the Criminal Code.

If the final assignment has been completed but has not yet reached the stage of awarding a degree, this can be considered attempted fraud. However, in terms of assistance in making final assignments, there are no regulations that explicitly regulate prohibitions or provide criminal sanctions. Even so, the analogy with the crime of forging letters, especially referring to the case of jockeys for college entrance exams who are often charged under Article 263 of the Criminal Code. In this context, people who help others do their final assignments are considered to have falsified their identities, because they commit acts using other people's identities. These acts include the crime of forging letters being formal, meaning that there is no need for real consequences. Thus, after carrying out the act of making someone else's final assignment, even though there has been no consequence in the form of an academic degree, the individual can be considered to have falsified the letter.

Statement of Originality and Fraud. Statements of originality that are often embedded in these can be a source of problems in terms of criminal law. If students state that the work was made by themselves but asked someone else to make it, they can be charged with Article 378 of the Criminal Code concerning fraud. Legal Risks for Parties Providing Services. Parties who provide final project writing services also have legal risks, especially if they are involved in the forgery of letters or violations of intellectual property rights. Although there are no clear regulations regarding the prohibition of final project writing services, legal risks can arise based on the analogy with the forgery of letters. Legal Protection for Thesis Writers. Thesis writers (ghostwriters) who create works for others can be considered as forgery of identity and can be subject to legal consequences. Awareness of the legal risks and adequate legal protection for thesis writers is needed. It is important to note that the legal context can vary across jurisdictions. Therefore, consultation with a legal expert who understands the regulations and laws applicable in a particular area is highly recommended to obtain a more detailed and accurate view.

CONCLUSION

The validity of thesis jockey service agreements involves complex legal considerations, particularly about intellectual property rights, contractual validity, and criminal liability. Law No. 20 of 2003 on the National Education System imposes sanctions, such as the revocation of academic degrees in cases of proven plagiarism. However, legal concerns also arise regarding copyright ownership and statements of originality. In cases where a thesis is written for payment, it may constitute an employment relationship, meaning the copyright typically belongs to the creator unless a written agreement states otherwise. Additionally, both thesis-writing service providers and clients face legal risks, including potential fraud and document forgery charges. Given these legal and ethical implications, it is essential to raise awareness about legal consequences and ensure proper legal protections. Future research should explore more detailed regulatory frameworks and possible enforcement mechanisms to address this issue more effectively. Educational institutions and policymakers should also develop stricter guidelines to prevent academic dishonesty while protecting intellectual property rights.

REFERENCE

- Ali, A., Fitriani, A., & Hutomo, P. (2022). Legal Certainty in the Application of the Principle of Freedom of Contract in a Standard Agreement Reviewed Based on Article 1338 of the Civil Code. *SENTRI: Jurnal Riset Ilmiah*, 1(2), 270–278.
- Andriani, N., & Wibawanta, B. (2020). The Role of Supervisor as a Servant Leader in the Final Project Supervision of Undergraduate Students. *Polyglot: Scientific Journal*, 16(2). <https://doi.org/10.19166/pji.v16i2.1927>
- Anshori, A. G. (2010). *Hukum perjanjian islam di indonesia : Konsep, regulasi, dan implementasi*. Gadjah mada university press.
- Antasari, I. (2021). The Urgency of Search Services for Thesis Students in College Libraries. *THE LIGHT: Journal of Librarianship and Information Science*, 1(2). <https://doi.org/10.20414/light.v1i2.4360>
- Ardana, Y., Herlambang, D., Wicaksono, Y., & Wijaya, M. (2021). Legal Consequences of Debtor Default Against Patent Rights Agreement as Fiduciary Collateral Object. *Lex Librum: Journal of Legal Science*, 7(2), 111–118. <https://doi.org/10.46839/ljih.v7i2.214>
- Arfiani, D. E. (2022). *Transaction of Tulungagung Student Thesis Jockey Services in the Perspective of Conventional Law and Sharia Economic Law*.
- Arifin, M. (2020). Building an Ideal Concept of Implementing the Principle of Good Faith in Contract Law. *Jurnal Ius Constituendum*, 5(1), 66–82. <https://doi.org/10.26623/jic.v5i1.2119>
- Arsela, A., & Nelson, F. (2021). Nominee Agreements in Indonesian Land Law. *PALAR | PAKUAN LAW REVIEW*, 7(2), 505–524. <https://doi.org/10.33751/palar.v7i2.4370>

- Basani, C. (2017). National Curriculum Based on Higher Education Competence with Reference to the Indonesian National Qualification Framework (KKNI) to Produce Competent Human Resources. *Dialogia Iuridica: Journal of Business and Investment Law*, 7(1). <https://doi.org/10.28932/di.v7i1.709>
- Dewi, A. A. I. A., Dahana, C. D., Kurniawan, I. G. A., Dwijayanthi, P. T., & Mangku, D. G. S. (2021). Strengthening The Economy Of Desa Adat Based On Local Resources: Strategy And Regulation Context. *Journal of Legal, Ethical and Regulatory Issues*, 24(4), 1–9. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85105799761&partnerID=40&md5=32d7aef4793fedd44d517ace8b50a9d4>
- Fadli, M., Widiarto, A. E., Puspitawati, D., Maharani, D. P., Liemanto, A., Arifien, Z., & Supriyadi, R. F. (2021). The legal construction of spirituality, ethical and sustainable tourism of Temples in Malang raya, Indonesia. *Geojournal of Tourism and Geosites*, 35(2), 515–524. <https://doi.org/10.30892/GTG.35232-679>
- Falah, R., & Rahman, A. (2022). Management of Pecatu Village Land with a Profit Sharing Agreement System in Masbagik District, East Lombok Regency. *Private Law*, 2(2), 461–468. <https://doi.org/10.29303/prlw.v2i2.1183>
- Ginting, D. (2021). Legal status of land deed officers in land registration for preventing land disputes in Indonesia. *Journal of Legal, Ethical and Regulatory Issues*, 24(Special Issue 1), 1–9. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85112828197&partnerID=40&md5=d07965d2971a68e8ded306f834999e4d>
- Harahap, R. (2022). *Humans Are Created in the Image of God: What Does It Mean for Our Life, Work, and Thinking Today?* <https://doi.org/10.31219/osf.io/z2drj>
- Jones, B., & Presley, T. (2013). Law and accounting: Did lehman brothers use of repo 105 transactions violate accounting and legal rules? *Journal of Legal, Ethical and Regulatory Issues*, 16(2), 55–92. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-84891293847&partnerID=40&md5=6b7b2058f4c4df3d2e315d84ee3328b4>
- Kurniati, N., Hindersah, R., & Fakhriah, E. L. (2019). Fallow land conflict settlement in Buru Island according to Indonesian indigenous law. *Journal of Legal, Ethical and Regulatory Issues*, 22(6), 1–8. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85079144602&partnerID=40&md5=4a6a19111b65faebc365d271b3367a69>
- Mahdiansah, D. (2019). A Study of Work Interest and Interest in Continuing to Higher Education Level of Ist-Pi Makassar Students. *DIKDAS MATAPPA: Journal of Elementary Education Science*, 2(1). <https://doi.org/10.31100/dikdas.v2i1.323>
- Moesarofah, M. (2021). Analysis of Student Retention Characteristics in Higher Education. *Didactics: Journal of Education and Science*, 21(1). <https://doi.org/10.30651/didactics.v21i1.7005>
- Muljadi, K., & Wijaya, G. (2014). *The Bond Born From an Agreement*. Radja Grafindo Persada.
- Nurachmad, Much. (2010). *Buku Pintar Memahami & Membuat Surat Perjanjian*. Visimedia.

- Pardana, I., Sihabudin, S., & Puspitawati, D. (2020). Legal Implications of the Use of Third Party Personal Data on the Validity of Information Technology-Based Money Lending Agreements. *Scientific Journal of Pancasila and Citizenship Education*, 4(2), 341–351. <https://doi.org/10.17977/um019v4i2p341-351>.
- Rasyida, S. (2019). *Buying and selling of thesis writing services through online media in Malang City: A study of the perspective of Law Number 19 of 2016 concerning Electronic Information and Transactions and Islamic Law*. State Islamic University of Maulana Malik Ibrahim.
- Setiawan, A., W, A., K, A., D, P., & Simanjuntak, Y. (2023). The Validity of Fixed-Term Employment Agreements Made Orally According to the Manpower Law. *Wijayakusuma Law Review*, 5(1). <https://doi.org/10.51921/wlr.v5i1.228>.
- Stroppa, M. (2023). Legal and ethical implications of autonomous cyber capabilities: a call for retaining human control in cyberspace. *Ethics and Information Technology*, 25(1). <https://doi.org/10.1007/s10676-023-09679-w>
- Sumarto, S. (2021). E-Government's Effect On Corruption Reduction In Indonesian Local Government Bureaucracy: A Case Study In Central Java. *Journal of Legal, Ethical and Regulatory Issues*, 24(Special Issue 1), 1–12. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85116024860&partnerID=40&md5=40a8b37797e673d3184824298825118e>
- Sutiriono, A., Zainal, A., & Nur, J. (2021). Review of Islamic Law on Written Work (Thesis) Service Fees: Case Study in Baruga District, Kendari City. *FAWAID: Sharia Economic Law Review*, 1(1). <https://doi.org/10.31332/flr.v1i1.2828>
- Tirinna, R. (2022). *Seeing the Development of Morality in the Current World of Education and Its Role in Human Life*. <https://doi.org/10.31219/osf.io/eqv2z>
- Turisno, B. E., Suharto, R., Priyono, E. A., Mahmudah, S., & Badriyah, S. M. (2021). ANALYSIS OF THE ROLE MODEL OF COASTAL AREA ARRANGEMENT ON IMPROVING COMMUNITY WELFARE THROUGH LEGAL PERSPECTIVE. *Journal of Legal, Ethical and Regulatory Issues*, 24(6), 1–19. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85109894905&partnerID=40&md5=caed2d0cc0c3b2c100dcbf4eb87fafd3>