

Model of O'Chicken Culinary Business Partnership in Indonesia (Sharia Financial System Perspective)

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Abstract:

One of the business expansion methods that many entrepreneurs choose is partnership. Partnership is cooperation between two or more parties on the basis of mutual need, mutual strengthening, mutual benefit and mutual support. Based on the Islamic financial system, partnership is a development of the form of syirkah. Syirkah or musharakah is a contract of cooperation between two or more parties by contributing capital with an agreement that the benefits and risks will be shared. O'Chicken culinary business as a pioneer of organic food business in Indonesia that carries the HalalanThayyban tagline has successfully developed its business through a partnership model that is different from the concept of partnership in general. This study aims to obtain a picture of O'Chicken's culinary business partnership model in Indonesia from the perspective of the Islamic financial system. This research is a qualitative research with a case study approach. This is based on that the O'Chicken culinary business partnership model shows a new phenomenon for the partnership model. To uncover the model, this study conducted interviews with informants from the O'ChickenRediaFrisnaRista as the director of 'Chicken' and Nana Purnawati as managers and from the partners represented by Hendra and Aulia. This research not only made observations but interacted directly with the managers of O'Chicken's culinary business partnerships. To answer the legal status of O'Chicken's culinary business partnership a literature study is used. The results of this study reveal that based on the Islamic financial system, the O'Chicken culinary business partnership model in Indonesia can be classified in the Ijarah contract. The O'Chicken culinary business partnership model with the Ijarah agreement can be submitted as a new sharia-based partnership model offer.

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I. INTRODUCTION

The need for entrepreneurs for business expansion requires entrepreneurs to create business networks by inviting other parties to partner in business. One of the business expansion methods that many entrepreneurs choose is partnership. The partnership

exists as an alternative that can be offered in business development strategies which are considered as a strategy that has a "competitive advantage" compared to other strategies. Changes in the rapidly moving business environment affect business growth and competition which leads to the

need for partnership programs (Grundey, 2009).

When referring to Law No. 9 of 1995 and Law No. 20 of 2008 it explains that partnership implies a cooperative relationship between two or more parties that are synergic and voluntary on the basis of mutual need, mutual strengthening, mutual benefit. The partnership developed in Indonesia in principle is to reduce social inequality in the community by bridging small entrepreneurs and large entrepreneurs to partner in achieving common business goals (Serfiyani, 2015). The partnership aims to overcome the problem of lack of capital and technology for small scale entrepreneurs, to improve product quality, and to deal with marketing problems (Purwaningsih, 2007). Samad (Samad, 2011) stated that the existence of the partnership program is expected to be able to meet parties who have business capital but do not have skills, as well as those who have skills and resources but do not have business capital so as to create new entrepreneurs.

If you pay attention to the format of business cooperation carried out in partnership is a development of the form of syirkah. Syirkah or often also called syariah according to Az-Zuhaili (Az-Zuhaili, 2011) is cooperation between two or more people who mutually agree to share profits and losses. In line with Antonio (Antonio, 2001) who explains that syirkah is a contract of cooperation between two or more parties for a particular business where each party contributes capital by agreement that the benefits and risks will be borne together in accordance with the agreement. According to Sabiq in Hasanudin.al., (Hasanudin&Mubarok, 2012) syirkah are two or more parties making agreements or contracts to combine assets to do business and the results are divided either in the form of profit or loss.

This definition is consistent with the fact that partnerships in business activities require cooperation with other parties, and choose partners who have advantages over the shortcomings they have and can provide benefits for both themselves and partners. Partnership is not driven by unilateral interests, but is based on an agreement that brings the benefit of both parties. Hafsah (Hafsah, 2000)

reveal that the purpose of the partnership is a win-win solution, meaning that the partnership must raise awareness and benefit both parties. Mutual benefit does not mean that both parties must have the same strengths and abilities. However, both parties contribute or role in accordance with the strengths and potential of each party.

Other facts that occur in the partnership of each party contributes that are not always the same. All elements that support business activities for value creation or efforts to increase the value of goods are called factors of production (Rosyidi, 2006). In the view of Islamic Economics the factors of production are: capital, labor and land (IbnuKhaldun in (Listiwati, 2016)), UmerChapra (Chapra, 2000) adding the management of some factors of production and Rianto and EuisAmalia (2010) adding natural wealth and technology.

The type of production factor included in the partnership refers to what syirkah contract is used. The marriage contract is further divided into Al-'Inan and Al-Muwafadah, Al-A'maal and Al-W Tujuh (Az-Zuhaili, 2011) (Nawawi, 2012). In Islamic syirkah, it is not required to be the same in capital, energy and in profit sharing. Each business partner gets a profit share and bears losses according to the capital value included. At SyirkahMuwafadah each party gives an equal portion of the total capital and participates in the work. Each party shares the profits and losses equally. Meanwhile, to explain the position of partners who only provide power in this collaboration there is compatibility with syirkahabdan. Whereas, when the partners utilized not only the power of partners but also the credibility of a business owned by partners (ie public trust in certain trademarks), this syirkah is more appropriate to be included in the seventh syirkah which is the development of syirkah because it utilizes the aspects of Wajahah(credibility) one of the parties doing business to build relationships with consumers / other business partners. The merger of the two syirkahs in one form of fellowship activity is permissible according to Islam because each is valid.

One of the companies that make a partnership is

O'Chicken's culinary business which is a national organic food company that is successful by carrying the HalalanThayyban tagline on its products. Halal because the basic ingredients of chicken are processed in an Islamic way by taking into account the halal aspects of slaughter. Thayyib (good) always strives to use the best quality and nutritious ingredients made from organic chicken supplied from PT. Elha Narita Perkasa, who was accompanied by a livestock research center (BALITNAK) on her farm. Since they are still in a cage, O'Chicken organic chicken has received special treatment. Chicken is developed using special feeds such as corn, bran, fish meal, and others, as well as additional livestock herbal medicine in the form of herbal ingredients as natural prebiotics instead of antibiotics and chemical antistress drugs (O'Chicken, 2018).

The visitors who come to O'Chicken not only get delicious dishes, but also get a halal and healthy food. It was first established by RediaFrisnaRista in 2012 in Jakarta as well as the origin of O'Chicken standing in Indonesia. The development of O'Chicken's culinary business until 2019 has reached 138 outlets with details of 136 outlets being partnered and 2 outlets managed directly by the center. The partnership is spread in Jakarta, Java, Kalimantan, Sumatra, Sulawesi and Sorong. This achievement led O'Chicken's culinary business to win the Indonesian Entrepreneurial Award as The Rising Star in 2015 and 2017 thanks to the achievement of quickly introducing trademarks to the public so that it was considered successful in growing outlet networks and able to build brand awareness.

In developing its business, culinary business partnership O'Chicken offers a different partnership concept from the concept of partnership in general, which is closer to the concept of syirkah with profit sharing instruments. It is known that in the O'Chicken culinary business model does not apply revenue sharing in its operational system. O'Chicken culinary business partnerships actually impose business contract costs that must be paid by the

partners before the business operates with a certain period of time. Business contract costs are paid which are accumulated from: standard branding costs, business package contracts, training, assistance, business equipment and initial production stock. The partnership packages offered to partners consist of: Master Resto packages, Resto packages, Mini Resto packages and Take Away. The size of the counter costs of O'Chicken's culinary business is based on the business package chosen by the partner and the time conditions and is not directly related to the sales volume. The character of the contract cost for the O'Chicken partnership business package is similar to the provisions of the ujah (service fee) arising from an ijarah agreement (leasing). Ijarah is a transfer of ownership of something that is allowed within a certain time with a certain compensation (Az-Zuhaili, 2011). Based on the explanation above, the main problem of this research is: "Is the partnership in O'Chicken's culinary business classified as an ijarah agreement?"

II. METHODOLOGY AND DATA

This research will reveal the O'Chicken culinary business partnership model so that it uses qualitative research with a case study approach. This research focuses on one particular object and is explored as a case (Yin, 2008) which in this case is the phenomenon of O'Chicken's culinary business partnership.

To uncover this, the data obtained through informant interviews were selected based on a purposive procedure, which is seen as mastering information and positioning as a key person (Bungin, 2012) so that it truly has the capacity and competent information for the phenomenon under study (Laksono, 2013). This research focuses on informants who are directly involved in managing O'Chicken's culinary business partnerships. The first informant, from the O'Chicken, RediaFrisnaRista as the director of O'Chicken and Nana Purnawati as managers. Second, from the partners represented by Hendra and Aulia.

Researchers observe and interact with the managers of the O'Chicken culinary business partnership, so that togetherness is built as part of a dynamic research process. To answer the legal status of the O'Chicken culinary business partnership, Islamic legal materials are sourced from explanatory theories derived from the interpreted books of the interpreters of the imams, the books translated by the Imam of the hadith, the translated books of the previous scholars and contemporary books and journals of Islamic economic scientists and conventional economists.

III. EMPIRICAL RESULTS

Conformity of Partnership with Musharakah

Based on Law No. 9 of 1995 and Law No. 20 of 2008 explained that the partnership implies the existence of a cooperative relationship between two or more parties that are synergic and voluntary on the basis of mutual need, mutually reinforcing, mutually beneficial. Partnership is translated as a form of partnership or partnership between two or more parties that forms a cooperative bond based on agreement and mutual need in order to increase capacity and capability in a particular area of uasaha, or certain objectives, so that it can obtain better results (Sulistiyani, 2004). Partnership is also defined as a business strategy carried out by two or more parties within a certain period of time to achieve mutual benefits with the principle of mutual need and mutual encouragement (Hafsah, 2000).

According to Anwar in Hafsah (Hafsah, 2000), economic development with a partnership pattern can be considered as the most profitable business (maximum social benefit), especially in terms of achieving long-term development goals. This is based on the realization of the ideals of the partnership pattern to implement a mutual economic system between strong partners in terms of capital, markets, and technological capabilities with inexperienced partners. The aim is to increase business productivity and welfare on the basis of shared interests.

Partnership according to the explanation of Law No. 9 of 1995 explained that the partnership can bridge the capital included in the form of personnel, raw materials, technical guidance and capabilities, market access, technological mastery, HaKi (Intellectual rights) and funds. "Partnership is a collaborative effort aimed at collecting and / or sharing resources such as finance, staffing, skills, expertise and information or knowledge; this approach benefits collaborators ((Buckup, 2012); (Jackson, 2012); (Nelson, 2005); (Samu, 2001)) and also enables them to focus on shared goals ". In line with that, Law No. 20 of 2008 with partnerships there can be transfer of skills in the fields of production and processing, marketing, capital, human resources, and technology in accordance with the partnership pattern. Business empowerment is also carried out by local governments by developing business, partnerships, licensing and coordination and control (Asiati. D, 2016).

The concept of partnership that contains elements of cooperation between two or more parties by including various factors of production when viewed from the Islamic financial system in accordance with the concept of syirkah. In a syirkah contract, the first party provides a portion of the total capital needed. The first party can include capital according to the portion agreed with the second party. The amount of capital or type of capital that will be included in this business according to the agreement (Antonio, 2001). Shirkah or Musharakah is classified into the uqudsyirkah because there is an agreement of two or more people who agree that each of those who contribute to contribute capital, and mutually agree to share profits and losses (Az-Zuhaili, 2011). According to Sabiq in Hasanudin at.al., (Hasanudin&Mubarok, 2012) musharakah is two or more parties making agreements or contracts to combine assets to do business / business and the results are divided either in the form of profit or loss. The Shafi'i and Maliki schools require that the included capital must be mixed until it cannot be distinguished from one another (Nawawi, 2012).

In fact, according to Setiawan (Setiawan, 2013) found out that Syirkah may be done not only between fellow Muslims, between non-Muslims or between a Muslim and non-Muslim as long as it is an unlawful business for Muslims. Basically, partnership as a form of business cooperation, in the fiqh method says that in principle muamalah law is permissible as long as there is no proof that prohibits it but still must prioritize the principle of benefit which is the base of the concept of maqashidsyariah (Mursal&Suhadi, 2015) and (Ghulam, 2016).

The type of production factor included in the partnership refers to what Syirkah contract is used. Various forms of capital in musharaka have been explained by Ulama in five forms of syirkah, namely syirkah 'Inan, syirkahmufawadhah, syirkahabdan, and syirkah w Tujuh (Az-Zuhaili, 2011). Explanation on Syirkah 'Inan is a contract of cooperation between two or more people, each party providing a portion of both funds and work or profit sharing does not have to be the same as agreed between them. The main requirement for this syirkah is not the same either in terms of quantity or type of capital. In SyirkahMuwafadah is a contract of cooperation between two or more people where each party provides an equal portion of the total capital and participates in work and shares the profits and losses equally. Thus, the main requirement of this type of syirkah is the equality of funds provided, work, responsibilities, and debt burden shared by each party. SyirkahAbdan is a contract of cooperation between two professionals to accept work together and share the benefits of the work (Nawawi, 2012). While Syirkah W Tujuh has the understanding of a contract between two or more people who have good credibility / reputation and prestige and are experts in business (Usanti and Shomad, 2013).

It can be said that in Islamic business view capital is not identical with money (Karim, 2007), it can be in the form of trading goods, entrepreneurship, skill, ownership, property, equipment or intangible assets (a case of patent rights or goodwill), trust / reputation (credit-worthiness) and other items that can be

valued in money (Karim, 2007). According to Naf'an (Naf'an, 2014) the meaning of capital in syirkah can be given in the form of cash or non-cash assets such as labor, including intangible assets, such as licenses or patents as long as it can be determined by the level of economic value.

This is supported by the fatwa DSN Number 8 of 2000 concerning musharakah stated that the given capital can be in the form of cash and / or non-cash assets. Cash capital can be in the form of cash in gold, silver, and other cash equivalents that can be cashed quickly into money. The capital in the form of non-cash assets can be in the form of merchandise, property, fixed assets and others that are used in business processes. If capital is in the form of assets, it must first be valued in cash as agreed by the partners. The included capital may not be the result of borrowing, lending, donating, or giving musharakah capital to other parties, except on the basis of an agreement of the partners.

In principle, the parties that work together have an equal position with the rights and obligations of reciprocity so that no one is harmed, there is no mutual exploitation of each other and the growth of mutual trust between the two parties is partnering in developing their business. According to John L. Mariotti (1993) in Hafsah (Hafsah, 2000) the goal of the partnership is a Win-Win Solution, which means that cooperation must have justice between the two parties (Kusuma, 2017) (Kusuma, Santosa, Mursinto, & Ryandono, 2018) (Kusuma, 2019). This means that if the business is running a loss, then not only one party must bear the loss, but must be borne together. Vice versa, if you get a profit both get benefits. The amount of the profits and losses of each party is determined based on mutual agreement at the beginning of the cooperation contract signed, which is usually based on the capital contribution of each party in the cooperation.

Likewise with syirkah, that the purpose of syirkah is to achieve and obtain profits or profits that will be shared together (Az-Zuhaili, 2011). Revenue sharing is the spirit of syirkah, because sharing is reflected in fairness, mutual trust, mutual risk and mutual

enjoyment of results (Nouman, 2014). However, the terms of the partnership require that profits and losses be shared proportionally based on the size of the contribution to capital. The profits of each syirkah partner get a clear portion of the profits from the business, which can be in the form of a ratio or percentage for each partner. Each partner's profit must be distributed proportionally on the basis of all benefits and no amount is determined at the beginning set for each partner, as well as losses must be distributed proportionally based on the portion of each capital (Usanti and Shomad, 2013). The determination of profit sharing must not be in a nominal amount because this conflicts with substance. Syirkah substance in terms of various outcomes and risks must be borne together in accordance with the quantity and quality of capital invested and the workload of each partner.

Islamic financial system provides limitations in the implementation of business operations in accordance with the rules contained in Islamic law, especially in the prohibition of usury. Risk is a consequence of the prohibition of usury in a system of cooperation. Risks arising from business activities are borne by the parties involved in accordance with the agreement. In the sharia financial system this transaction model is classified as a Natural Uncertainty Contract or a transaction that has both profit and income cannot be ensured at the beginning of the contract (Susanto, 2017)(Karim, 2007). The following picture is the suitability of the concept of partnership with musharakah.

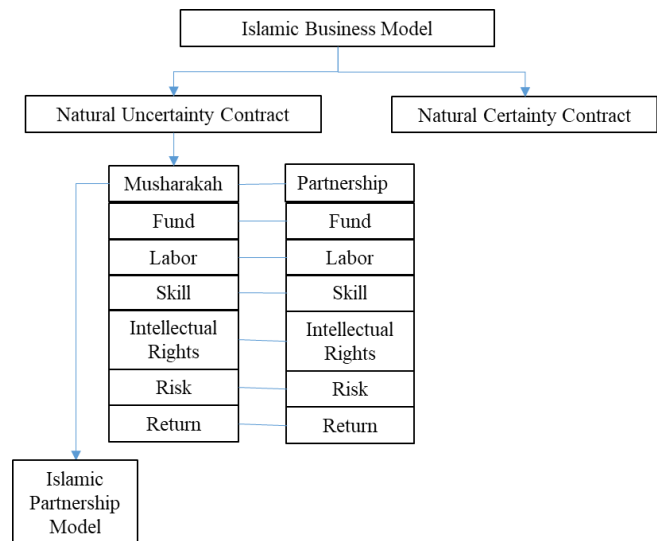


Figure 1. Conformity of the concept of partnership with musharakah.

So there are three conditions for the fulfillment of the concept of partnership in the musharakah contract, namely: the existence of a party working together, there are various factors of production included and there are outcomes and risks shared. The characteristics of the partnership based on the Islamic financial system can be classified in the syirkah contract (Usanti, 2017).

O'Chicken Culinary Business Partnership Model

After knowing the Islamic partnership model that is more in accordance with the concept of syirkah. The next step is to examine whether the concept of O'Chicken's culinary business partnership qualifies as a syirkah or perhaps something else. There are three conditions that must be fulfilled in the concept of partnership in syirkah namely there are parties who work together, there is capital that is included and there are results that are shared. For this reason, an analysis of the culinary business partnership is carried out as follows:

In O'Chicken's culinary business partnership there are those who work together between O'Chicken and their partners. O'Chicken's culinary business partnership involves partners in its business operations. O'Chicken as the person who has the right to HaKiO'Chicken partners with the recipient of the rights who will manage the O'Chicken

culinary business. General requirements that refer to the principle of O'Chicken's Vision and Mission are regarding partners who are ready to engage directly and engage in business operations, have an interest in the culinary field, are willing to follow all the mechanisms and rules of operational procedures in running a business with O'Chicken, Have funds, has a potential location to be the O'Chicken Mission Outlet (O'Chicken, 2018). The selection of business partners is important and should not be arbitrary, each partner must have the same orientation towards the partnership effort (Dada, 2012). O'Chicken's culinary business partnership targets young Muslim entrepreneurs to develop the food business in Indonesia by promoting Islamic principles.

Islamic law experts in general tend to place partnerships as the development of musharaka based on profit sharing principles. Costs incurred in implementing a business partnership and the time period must be known together. Profits are divided according to the portion of the agreement while losses are divided according to the portion of capital contributions (Antonio, 2001). However, in the O'Chicken culinary business partnership there is no clear information about the distribution of business results, especially in the form of losses. By not fulfilling the profit sharing component, it can be said that O'Chicken's culinary business partnership is not classified in syirkah because in syirkah, it is not only profit but also loss (Kusuma, 2016).

O'Chicken's culinary business partnership actually applies a different concept by imposing payment of a sum of funds as a business contract fee for the package the partner chooses so the right to use the brand from it will be given to partners. Business contract costs are classified based on several partnership packages (O'Chicken, 2018) that apply nationally in 2019, for the Master Resto package is IDR 500,000,000, IDR 250,000,000 Resto, Mini Resto IDR 210,000. 000, and Take Away IDR 110,000,000. These business contract costs are accumulated from: standard branding costs, business package contracts, business equipment and initial production stock (O'Chicken, 2018). The contract

fee for this business package is the size of the counter costs of O'Chicken's culinary business based on the business package chosen by the partner and the time frame and is not directly related to the volume of sales results. The character of the contract cost for the O'Chicken partnership business package is in accordance with the provisions of the ujah (service fee) arising from an ijarah agreement (lease contract). Ijarah is a transfer of ownership of something that is allowed within a certain time with a certain compensation (Az-Zuhaili, 2011). So the ijarah transaction is based on the transfer of benefits (usufructuary) to the object without the transfer of ownership (ownership).

The distinctive feature of the business lies in the recipe that uses organic ingredients that are produced independently, this is what distinguishes O'Chicken from other competitors, has advantages that are not easily imitated. This distinctive feature of O'Chicken's culinary business has received intellectual property rights or HaKi as patents of O'Chicken's culinary business. The object of partnership in the form of intellectual property rights, inventions or characteristics that can be utilized by business partners based on Fatma Indonesian Ulema Council Number: 1 / MUNAS VII / MUI / 5/2005 that original and useful copyright can be classified as valuable assets as objects if allowed used legally Islamic law (www.mui.or.id). The use of objects that are utilized in partnerships in the form of intellectual property rights is also known in Islamic law as Haqq al Ibtikhar. Ibtikhar in Islamic jurisprudence is meant to be a copyright / creation that is produced by someone for the first time. In the world of science al-ibtikhar is called copyright (Haroen, 2000).

Copyright or creations whose source is the thought of people as valuable assets can be given a law of goods / amwal, then intellectual property rights include intangible objects whose ownership is justified in fiqh (Hasanudin&Mubarok, 2012). The use of these rights can only be done with an ijarah / lease agreement, bearing in mind that O'Chicken's culinary business partnership does not share losses

and profits. With this assumption it can be said that the inclusion of a number of funds from the partners at the beginning is not business capital but compensation for services or wages resulting from the transfer of usage rights or benefits for the O'Chicken culinary business. Based on the results of the research, O'Chicken's business partnership model can be classified in the form of Ijarah. Where there is a transfer of use rights (benefits) of an item or service within a certain time through the payment of rent / wages, without being followed by the transfer of ownership of the goods themselves. In the Islamic financial system, this transaction model is classified as a Natural Certainty Contract or a transaction where both profit and income can be ensured at the beginning of the contract (Karim, 2007).

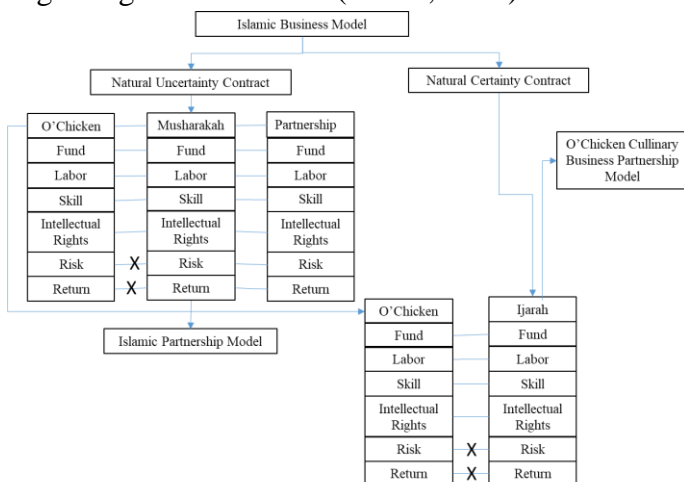


Figure 2. O'Chicken Culinary Business Partnership Model

O'Chicken's culinary business has successfully expanded its business using a partnership model that is different from the concept in general and has proven successful. The results of testing on O'Chicken's culinary business partnership note that based on the Islamic financial system the O'Chicken culinary business partnership model is in accordance with the Ijarah contract. The O'Chicken culinary business partnership practices the transfer of usage rights (benefit) contract for the use of intellectual property rights (HaKi) or the characteristics of the business owned by O'Chicken to partners by paying business contract fees under certain conditions by

not applying royalty fee payments every month . The partnership activities carried out by O'Chicken's culinary business are in accordance with the Ijarah contract.

IV. CONCLUSIONS AND MANAGERIAL IMPLICATIONS AND LIMITATIONS

Based on the Islamic financial system it can be said that the O'Chicken culinary business partnership model can be classified in the Ijarah contract. The O'Chicken culinary business partnership model with the Ijarah agreement can be submitted as a new sharia-based partnership model offer. With the ijarah concept, partners pay the initial business contract fee (ujrah) for the benefit rights granted then the partner is given the freedom to manage the business himself without having to pay a monthly royalty fee.

Conflicts of Interest: The authors declare no conflict of interest.

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