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Legal Protection of the Rights of Trade Secret Information Owners in Employment Agreements That Do Not Include a Trade Information Confidentiality Clause

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Abstract

A Trade Secret refers to knowledge or information that is not publicly accessible within the realms of technology and business, which holds economic significance due to its utility in commercial operations, and is carefully safeguarded by its proprietor. Such secrets receive legal protection upon the creation of the information, especially when it begins to influence economic activities. It is common for parties to insert confidentiality clauses into agreements to ensure that sensitive information remains undisclosed. Once included, compliance with the confidentiality terms becomes mandatory for all involved. This study examines the responsibilities of employees, bound by employment contracts, in preserving the confidentiality of trade secrets belonging to their employers. It also explores the legal consequences of employment contracts that omit confidentiality clauses and the overall legal protection afforded to owners of trade secrets under Indonesia's legal framework. The study adopts a normative legal research approach, relying primarily on secondary data sources. Using a descriptive analysis method, data was collected through the examination of documents. The findings reveal that employees are obligated to protect their employer's trade secrets, and the manner in which companies manage their confidential information greatly impacts employees' ability to uphold such secrecy. A key measure in protecting trade secrets is for employers to establish provisions in employment contracts with their staff. Without confidentiality clauses, the risk of sensitive information being leaked or misused by the recipient is significantly heightened.

Keywords*: Trade Secrets, Marital Agreements, Confidentiality Clauses.*

Introduction

An agreement represents a fundamental aspect of modern human interactions. It is outlined in Article 1313 of the Indonesian Civil Code (KUHPerdata), which defines an agreement as "an act whereby one or more individuals commit themselves to one or more other individuals." From this definition, several key elements of an agreement emerge: (1) it

is an action, (2) it involves at least two parties, and (3) it creates mutual obligations between those parties. The term "act" in this context highlights that an agreement necessitates a concrete action, whether verbal or physical, and cannot be based solely on internal thoughts.

An agreement establishes a legal relationship grounded in mutual consent, producing enforceable legal consequences. This relationship is formed between legal entities, where one party holds the right to demand a performance, and the other party is bound to fulfill that performance in accordance with the terms agreed upon. Simply put, an agreement is a mutual exchange of promises between two parties, involving the transfer or provision of something of monetary value. A common example of such an agreement is an employment contract.

According to Article 1, point 14 of Law No. 13 of 2003 concerning Employment, an employment agreement is defined as "a contract between an employee and an employer, containing the terms of employment, along with the rights and obligations of both parties." Essentially, an employment contract must include clauses that govern the employment relationship, specifically the respective rights and duties of both the worker and the employer.

An employment contract is established to outline the duties and rights of the involved parties, and trade secrets are considered valuable corporate assets that must remain undisclosed. To safeguard these secrets, a contract is agreed upon between the employer and employee, ensuring the protection of the company's confidential information. However, once the employment agreement ceases, a dilemma arises concerning how the confidentiality of such information can still be preserved, as the employee is no longer under the company's contractual obligations. Article 1 of Law No. 30 of 2000 concerning Trade Secrets defines trade secrets as "information not accessible to the general public within the business and/or technological sectors, bearing economic significance due to its relevance in business operations, and actively maintained as confidential by its proprietor."

The security of proprietary information must be maintained, both in its transmission and in its handling. Confidential information, by definition, is restricted from public awareness and is only accessible to those directly involved with its management and usage. Legal obligations arising from contracts, formed through mutual assent, are generally intended and expected by the parties. However, legal repercussions imposed by statutory laws may not be within the desires of the contracting parties but are enforceable nonetheless.

If a confidentiality clause is present within the employment agreement, both the employer and the employee are bound to observe its terms. However, if such a clause has not been preemptively included but is later deemed vital, two approaches may be pursued: (1) formulating a distinct confidentiality agreement, often referred to as a non-disclosure agreement (NDA). An NDA is a formal legal document that permits one party to share sensitive information with another for a specific purpose, whether in relation to employment or other business matters; (2) introducing a confidentiality provision through an addendum to the existing contract. An addendum refers to an additional segment of an agreement, which, though separate from the primary contract, becomes legally integrated and enforceable as part of the original terms.

The necessity for a confidentiality arrangement, whether incorporated as a standalone document or appended to the employment contract, remains intricately linked to the

relationship between employer and employee. It serves to address any gaps in legal safeguards, ensuring that the company's proprietary information remains protected from unauthorized use or exposure. Moreover, this agreement could serve as an alternative to a non-compete clause, which might otherwise infringe upon the legal right to choose one's employment freely.

In the Cassation Decision No. 783 K/Pid.Sus/2008, which confirmed the rulings of the Jakarta High Court (No. 14/Pid/2008/PT DKI) and the Jakarta District Court (No. 1567/Pid.B/2007/PN.Jkt.Ut), an employee was convicted of divulging his former employer's trade secrets to aid another company in securing a contract through a competitive tender. The employee received a payment of Rp. 200,000,000 from the rival company. His actions were found to contravene Article 17, paragraph (1) of Law No. 30 of 2000 concerning Trade Secrets, resulting in criminal penalties as stipulated by the law.

Method

The research method employed in this study is normative legal research. Normative legal research involves the analysis of legal norms, whether theoretical or practical, conducted to assess concepts such as justice, legal certainty, and the legal principles that form the foundation for applying these norms in both procedural and substantive law. This research is descriptive in nature, meaning it seeks to systematically describe and explain specific phenomena, outlining the facts or characteristics of a particular population or field in an objective and accurate manner. The study is descriptive because it examines the legal implications of employment agreements that lack confidentiality clauses, using secondary data as its primary source.

This research adopts a normative legal approach, beginning with an analysis grounded in statutory regulations. The study will explore the relevant legal provisions pertaining to employment agreements. Additionally, a case study approach will be used to provide a detailed and intensive examination of particular instances related to the topic, in detail and in depth to certain symptoms. The following are secondary data that can be used: 1) Primary Legal Material; 2) Secondary Legal Material; 3) Tertiary Legal Material. The method of data collection applied in this research is through document analysis or literature review (library research), focusing on materials relevant to the research topic, with the purpose of acquiring secondary legal materials.

Result and Discussion

Agreement Theory

An agreement refers to a situation in which one individual makes a promise to another, or two individuals mutually agree to fulfill certain obligations. This mutual arrangement creates a binding relationship where both parties hold rights and responsibilities concerning a specific performance. Generally, an agreement is defined as an event where one person promises to another, or where both individuals commit to performing a certain task. Article 1313 of the Indonesian Civil Code (KUHPerdata) defines an agreement as "an act in which one or more persons bind themselves to one or more others."

An employment agreement, known in Dutch as "Arbeidsovereenkomst," carries several interpretations. Article 1601(a) of the Civil Code describes it as follows: "An employment agreement is a contract where the first party, the worker, commits to follow the directives of another party, the employer, for a set period of time, in return for wages." Additionally, Article 1, point 14 of Law No. 13 of 2003 on Manpower defines a work agreement as "a contract between a worker and an employer, containing the terms of employment, along with the rights and obligations of both parties." This law provides a broader definition of the employment relationship, focusing on the contractual obligations of workers and employers, as previously outlined in Law No. 25 of 1997 on Manpower.

According to legal scholar R. Subekti, "an agreement is also termed a contract, as it involves two parties mutually agreeing to undertake a specific task." Therefore, the terms "agreement" and "contract" are often used interchangeably, as they share the same legal meaning. Within an agreement, the parties' obligations may include performing a task, delivering goods, or refraining from certain actions—each of which constitutes the fulfillment of the agreement.

Article 1320 of the Civil Code establishes four key conditions for the validity of an agreement: First, there must be mutual consent between the parties; Second, the parties must have the legal capacity to form an agreement; Third, the agreement must involve a specific subject matter; and Fourth, the agreement must have a lawful purpose (causa). The first two conditions are considered subjective requirements, while the latter two are objective. This distinction is significant when addressing issues of nullity (void from the outset) and voidability (subject to cancellation).

Sudikno Mertokusumo explained that the legal act (rechtshan deling) that has been meant in the sense of an agreement is a legal act containing two (een tweezijdigerechtshandeling) namely the act of offering (aanbod) and acceptance (aanvaarding). It is different if an agreement is said to be a legal act that each has one side (twee eenzijdige rechtshandeling) namely offering and acceptance, arising from an agreement between two individuals who are mutually connected, leads to legal consequences. Therefore, the essence of such an agreement is the creation of a legal relationship (rechtsverhoudingen). Herlien Budiono stated that the function of the principle of an agreement is:

1. Providing a network of legal regulations;
2. Solving new problems and opening up new areas of law;
3. Justifying ethical principles that are the substance of legal rules; and
4. Reviewing existing legal teachings so that new solutions can emerge.

Theory of Responsibility

The theory of legal responsibility examines the accountability of legal subjects or individuals who have committed unlawful or criminal acts, requiring them to compensate for damages or face criminal penalties for their misconduct or negligence. According to the Great Dictionary of the Indonesian Language, responsibility refers to the obligation to bear all consequences, meaning that if something occurs, the individual may be held liable, blamed, or prosecuted.

Hans Kelsen, in his theory of legal responsibility, explains that "a person is legally responsible for a certain act or bears legal responsibility, meaning they are subject to sanctions if their actions are in conflict with the law." In legal terminology, the concept of responsibility is expressed as "liability" and "responsibility." Liability specifically refers to legal accountability, arising from the wrongful acts of a legal subject, whereas responsibility can also relate to political accountability.

From a legal perspective, the term "legal association" (rechtsverkeer) is commonly understood to indicate the existence of legal actions (rechtshandeling) and legal relationships (rechtbetrekking) between legal subjects. Legal associations, actions, and relations are circumstances governed by law or with legal significance. In this context, there is an exchange of rights and duties between two or more legal subjects, each bound by their respective rights and obligations (rechten en plichten). The law serves to regulate these legal interactions, ensuring that legal subjects fulfill their obligations properly and receive their rights justly. Moreover, the law acts as a protective mechanism (bescherming) for legal subjects.

Legal Protection Theory

Regarding the theory of legal protection, several prominent experts have elaborated on this subject, including Fitzgerald, Satjipto Raharjo, and Lily Rasyidi. Fitzgerald, drawing from Salmond's concept of legal protection, explained that the law's primary objective is to integrate and balance various societal interests. In the dynamic interaction of competing interests, the protection of certain interests often necessitates restricting others. Legal interests are tied to human rights and personal interests, and thus the law holds the supreme authority to decide which human interests should be regulated and protected.

Satjipto Raharjo defined legal protection as the safeguarding of human rights that have been violated by others, ensuring that society can enjoy the full spectrum of rights afforded by law. He further divided legal protection into two categories: preventive and repressive legal protection. Preventive legal protection refers to measures taken by the government to avert disputes before they arise. Phillipus M. Hadjon expanded on this concept, noting that legal protection for the public involves both preventive and repressive actions by the government. Preventive legal protection encourages the government to exercise caution and fairness in decision-making, particularly when it involves discretion, while repressive legal protection deals with resolving disputes, including adjudicating them in court.

It is important to recognize that the pursuit of legal protection is rooted in the human desire for order and harmony, which aligns with the foundational principles of law—namely, legal certainty, utility, and justice. Although these three principles often exist in tension with one another in practice, efforts must be made to balance them. Ultimately, the primary role of law is to shield individuals from harm and ensure that they are not subjected to actions that endanger their well-being or cause them undue suffering at the hands of others, society and the authorities. In addition, it also functions to provide justice and be a means to realize welfare for all people. Protection, justice and welfare are aimed at legal subjects, namely supporters of rights and obligations, including women.

Validity of Employment Agreements that Do Not Include a Trade Secrecy Clause

The agreement made between workers and companies is usually called an employment agreement. An employment agreement must be based on the provisions contained in the Manpower Act and return to the general rules on agreements if not regulated. Typically, employees are required to sign an employment contract that has been drafted by the company. Generally, there is no negotiation carried out by workers on the clauses agreed upon. This is because both parties do not have a relatively balanced bargaining position. Sometimes workers do not know and carefully examine the clauses that will later become their achievements. This allows losses to occur to both parties if at some point on a party breaches the terms outlined in the agreement.

Trade secrets have a very vital role in a business, because they are one of the pillars of the development and survival of a business. Trade secrets consist of information that holds economic value. According to Article 2 of Law Number 30 of 2000 on Trade Secrets, such information encompasses various aspects, including production techniques, processing methods, marketing strategies, and other technology and/or business-related details that are economically valuable and not publicly known.

Legal Consequences for Companies that Do Not Include a Trade Confidentiality Clause in Employment Agreements.

The employment relationship plays a crucial role in the employment agreement, as this agreement forms the foundation of the relationship between the parties. This agreement applies not only to fixed-term workers but also to those with indefinite terms, as outlined in the Employment Law, which specifies that both fixed-term and indefinite-term workers are bound by an employment contract (Article 56(1)). The purpose of the agreement is to clearly establish the reciprocal rights and obligations of the parties involved, where the rights of the workers are the obligations of the employers, and vice versa. Furthermore, the employment agreement is primarily designed as a preventive measure to address potential issues or disputes that could arise in the future between the parties in the employment relationship.

Legal Consequences for Workers Who Violate the Obligation to Maintain Trade Secrets in Agreements That Do Not Include a Trade Secrecy Clause.

The legal basis for the establishment of the Trade Secret Law in Indonesia is to ensure protection through specific legislation. This regulation includes provisions that safeguard the rights of trade secret owners. Information in the field of technology and/or business often involves systems, procedures, and methods for conducting business activities. Typically, this information encompasses technological aspects, such as product formulations, as well as business operation systems.

Unlike other intellectual property rights, trade secrets do not require registration with a government agency for protection. Since registration with entities like the Directorate General of Intellectual Property Rights is unnecessary, trade secrets are, in principle, protected indefinitely. The protection period lasts as long as the secret information remains

confidential and undisclosed to the public. Therefore, it is the responsibility of the trade secret owner to take all necessary steps to maintain its confidentiality as well as possible from parties who are clearly not allowed to know about the secret. If the innovation and findings have been leaked and become known to the public, that is where the time period for the trade secret ends.

Three main elements to determine the existence of a trade secret, namely:

1. Trade secret information possesses economic value and can yield profits. According to Article 3 paragraph (3) of Law No. 30 of 2000, information is regarded as having economic value if its secrecy can be used to conduct business operations or enhance financial gains.
2. Article 3 paragraph (2) of Law No. 30 of 2000 states that information is considered confidential if it is restricted to specific parties and not generally accessible to the public. This type of information carries a secretive nature, representing a novel concept that remains undisclosed to others, providing a competitive edge, and offering growth potential in production and marketing efforts.
3. Under Article 3 paragraph (4) of Law No. 30 of 2000, information remains confidential if the owner or responsible parties take reasonable steps to safeguard its secrecy. The explanation in Article 3 paragraph (1) mentions that "reasonable efforts" encompass all measures deemed fair, suitable, and proper to maintain the confidentiality of the information.

Scope and Parameters of Trade Secrets

Business actors must have new findings or new innovations in the business scope which aims to improve the economy. These intellectual activities are carried out to develop an innovative creation by transforming ideas or concepts into intellectual property through a structured process. This journey involves various intellectual endeavors, including the establishment of essential infrastructure, costs, time and energy. If all of these are met, then these activities will produce intellectual property, therefore it is necessary to maintain the confidentiality of the information on these findings which are also called trade secrets.

Not to be investors entrepreneurs seek to disclose their discoveries. Many prefer to maintain the confidentiality of their intellectual endeavors. Although how the confidentiality of intellectual works is an interest that needs to be protected. The birth of this law is because business competition is inseparable from the lives of entrepreneurs to obtain maximum profit or to achieve profit. To obtain this profit, fraud often occurs in business competition and causes many conflicts between one entrepreneur and another or between entrepreneurs and workers or former workers of the company where the conflict can cause losses to the parties, so that a law is needed that will regulate every fraudulent act of business competition.

The scope of trade secrets encompasses several elements, which can be detailed as follows:

1. Technical information and research and development activities include, but are not limited to, the following examples: processes, compounds or mixtures, formulas, ongoing research, and technological data.

2. Information pertaining to the production process includes details such as costs, specifics about specialized production equipment, processing technologies, and production process specifications along with related equipment. Additionally, information regarding suppliers, quality control, sales data, sales reports, competitor insights, customer-related information, and results from sales and marketing studies and reports, as well as sales and marketing strategies, also fall within this scope.
3. Internal financial data includes various elements such as: financial statements, budgetary allocations, computer-generated outputs, profit margins, production expenditures, earnings and loss records, and administrative documentation.

Internal administrative details encompass aspects such as organizational structure, decision-making processes, strategic business planning, and proprietary company software. While the scope of trade secrets may broaden in the future, it will continue to encompass both technical and non-technical information.

Trade secrets are defined in contemporary terms as safeguarding any information utilized in business operations or other enterprises, which possesses value and confidentiality sufficient to offer a real or potential economic edge over competitors. Grasping the concept of trade secrets is crucial not only for safeguarding Intellectual Property Rights but also for fostering global innovation. Trade secrets are one of the most elusive and difficult legal concepts to define. Producing products for business continuity is not easy.

The criteria for classifying information as a trade secret are outlined in Article 3 of the Trade Secret Law. Information is considered a trade secret and thus protected if it satisfies the following conditions:

1. Trade secrets are safeguard when the information is secret, possesses economic worth, and efforts are made to maintain its confidentiality.
2. Information qualifies as confidential if it is restricted to a limited group of individuals and not widely known to the public.
3. Information is seen as having economic value if keeping it secret supports business operations or boosts financial gains.
4. For information to be deemed confidential, the owner or those in charge must have adopted suitable and effective safeguards.

Rights and Obligations Arising from Ownership of Trade Secrets

Issues related to trade secrets that are useful and beneficial to carry out business and trade activities and bring economic benefits to the holder of trade secret rights are issues that often arise apart from issues of goods and services. Therefore, many holders of trade secret rights feel very interested in efforts to recognize and protect the right to trade secrets through valid and applicable legal regulations to regulate Intellectual Property Rights.

From the standpoint of property law (civil law subsystem), trade secrets do not fit within the realm of intellectual property rights, as they lack identifiable property elements that can be legally protected. The components of trade secrets that would be safeguarded are inherently concealed. Although intangible property rights are embedded within the protection of trade secrets, their specific nature remains undisclosed to the public. Upon

closer examination, the underlying secret could potentially be protected through patents or copyrights; however, such protection would compromise its secrecy. The consequence is that the right can be imitated by others, or after the right ends it will become public domain, then the right becomes free to be owned by anyone.

The proprietor of a trade secret possesses an exclusive right to utilize it personally or to grant or deny permission for others to use it. To retain its status as a trade secret, the owner must ensure that the information remains confidential. This confidentiality is maintained if the owner or those in control of the trade secret have implemented sufficient measures to protect and preserve the secrecy of their control.

Furthermore, the owner is obligated to fully disclose all aspects of the trade secret and its usage process if required for evidence in court. This disclosure carries the risk of the trade secret becoming public. To mitigate this risk, the judge may order that the proceedings be conducted in private, upon the request of the parties involved, in both criminal and civil.

Legal Protection for Owners of Trade Secret Information in the Indonesian Legal System

Law Number 30 of 2000 concerning Trade Secrets provides for legal protection against infringements of trade secrets through both civil and criminal penalties. Civil penalties are specified in Article 11, which outlines the following provisions:

1. The holder of Trade Secret Rights or the licensee is entitled to take legal action against anyone who deliberately and unlawfully engages in the activities outlined in Article 4. This action may include: a. Seeking damages; and/or b. Requesting the cessation of all activities described in Article 4.
2. Legal action as mentioned in paragraph (1) must be initiated at the District Court.

Criminal penalties for breaches of trade secrets are outlined in Article 17 of Law Number 30 of 2000 concerning Trade Secrets, which specifies:

1. Individuals who deliberately and unlawfully utilize another party's Trade Secret or engage in activities described in Article 13 or Article 14 shall be subject to imprisonment for up to 2 years and/or a maximum fine of Rp. 300,000,000.00 (three hundred million rupiah).
2. The criminal offense described in paragraph (1) is categorized as a complaint offense. The initiation of legal action or criminal sanctions is not sufficient to prevent violations of trade secrets.

Preventive legal measures involve actions taken by the owner of a trade secret to avert potential infringements on their trade secret rights. These measures aim to proactively safeguard trade secrets and mitigate the risk of violations. By implementing such preventive efforts, the trade secrets are preserved, and any breaches of these measures will be subject to legal accountability.

The form of a written agreement to protect trade secrets can vary, including the following:

1. Employment Agreement

   An employment contract is a formal arrangement between a business owner and an employee, detailing the employment conditions, rights, and responsibilities of each party.

Within this framework, the employer must ensure that trade secrets are effectively protected to preserve their confidentiality. In turn, the employee is required, for the duration stipulated in the contract, to maintain the secrecy of these trade secrets. Thus, the contract delineates the employee's obligations regarding the protection of the employer's proprietary information owner or at least explains several things, including the following:

a. What objects are considered trade secrets;
b. There is an affirmation that a trade secret has been disclosed;
c. There is an explanation of what actions may and may not be taken to maintain trade secrets;
d. The validity period of the agreement;
e. There is an explanation of what forms of actions are considered to violate trade secrets.

2. License Agreement

   In the realm of franchising, license agreements are commonly utilized by business operators known as franchisors. Such agreements are crafted to grant franchisees the right to utilize the franchisor's trade secrets under the terms outlined in the franchise agreement. According to the Trade Secrets Law, these license agreements must be registered with the Directorate General of the Ministry of Law and Human Rights to acquire legal validity. This requirement is specified in Article 8, paragraph (1) of Law Number 30 of 2000, which states: "A License Agreement must be registered with the Directorate General and is subject to a fee as prescribed by this Law."

3. Trade secret information agreement based on consulting contract

   In the course of conducting business activities, entrepreneurs often engage with consultants. This consulting role becomes crucial, especially when business operators seek to advance their ventures. To safeguard trade secrets, it is essential to include a clause within the consulting contract that mandates the consultant's obligation to protect these confidential elements.

4. Written agreement to keep confidentiality

   This agreement represents a commitment by the recipient of trade secret information to protect the confidentiality of the trade secrets shared by the disclosing party. Such confidentiality agreements are commonly employed in various contexts, including between entrepreneurs and their employees, as well as between businesses and their partners. This Written Agreement is the most recommended agreement for the purpose of proof. This confidentiality agreement contains at least the following: a) What are the objects of trade secrets; b) The validity period of the agreement; c) There is an explanation of what actions may and may not be carried out; d) There is an explanation of what forms of actions are considered to violate trade secrets; e) There is an explanation that there has been a disclosure of trade secret information.

Repressive legal measures are actions that the holder of a trade secret can take when their trade secrets are infringed upon. Despite the value of the information for commercial

purposes, these measures are necessary to seek compensation for the breach and to deter the violator. Various forms of repressive legal actions can be pursued, including the following:

1. Filing a Civil Lawsuit in the District Court
2. Filing a Criminal Complaint at the Police
3. Alternative Dispute Resolution

a. Negotiation

   Negotiation is an action carried out by disputing parties in order to unite two parties who disagree by carrying out a negotiation process to achieve a joint solution that is mutually beneficial to both parties.

b. Conciliation

   Conciliation is a method of dispute resolution that engages a third party who takes an active role in devising and presenting a solution to the issues at hand. This third party works to develop and propose a resolution, which is then offered to the conflicting parties. If the parties cannot reach a consensus, the third party suggests a potential resolution. However, the third party does not have the authority to make binding decisions but can only offer recommendations or suggestions. The success of this process relies heavily on the willingness of the parties involved to act in good faith.

c. Mediation

   Mediation is a dispute resolution process where an unbiased third party facilitates negotiation between the conflicting parties to help them reach a mutually satisfactory resolution in an equitable manner.

d. Arbitration

   Arbitration is a method of resolving disputes where a party refers a disagreement or conflict between two or more individuals or entities to one or more agreed-upon experts, with the objective of receiving a definitive and enforceable resolution.

Conclusion

Workers have an obligation to their company to maintain their company's trade secrets. How a company manages and safeguards its confidential information significantly impacts employees' commitment to maintaining that confidentiality. To protect trade secrets, employers typically incorporate specific provisions into employment agreements. These arrangements help secure the company's sensitive information by binding employees through confidentiality agreements. Such agreements not only cover the period of employment but also extend to the time after the employee has left the company. Consequently, confidentiality agreements impose a continuing obligation on employees to protect the company's confidential information as stipulated, both during and after their tenure.

If an employment agreement lacks a confidentiality clause concerning trade secrets, there is a risk that the company's confidential information may be revealed or shared by those who receive it. The intentional disclosure of trade secrets constitutes a legal breach. In Indonesia, issues related to trade secrets predominantly revolve around violations committed by employees. Employees' awareness of carrying out the obligation to protect trade secrets

cannot be carried out because there are no employment contract regulations that regulate it, in addition, trade secret regulations do not yet regulate legal protection for employees who have a direct relationship with trade secrets.

In Indonesia's legal framework, safeguarding the owner of trade secret information involves both proactive and reactive strategies. Proactive legal measures are implemented by the trade secret owner to prevent infringements, aiming to secure and protect the trade secret from the outset, thus minimizing the risk of potential violations. These measures help ensure that trade secrets are preserved, as any breach of these preventive actions can be legally addressed. Conversely, reactive legal measures are employed when a breach has already occurred. These measures address situations where the trade secret's commercial value has been compromised, leading the owner to seek damages and impose penalties on the infringers to deter further violations.

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