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ABSTRACT

Bank Syariah that perform IB channeling pattern finance as Bank Bukopin Syariah did, in this case syariah bank build relationship with syariah finance company. This syariah finance activity is set in Article 3 of Finance Service Authority No/31/POJK/05/2014 that there are 3 financing types: buying-selling financing, investment financing, and/or service and agreement financing used by referring to Article 4 No/31/POJK/05/2004/ that is using murahabah agreement, salam and/or istishna'. Financing in syariah scope has to be based on syariah principles by using agreement that has been determined. In channeling cooperation pattern there are two options, first is full financing by using wakalah b il ujah agreement. In this research, first problem formulation was how did law relationship with channeling cooperation pattern between syariah bank and syariah financing company, then the second discussed about who should take risk when default occurred done by customer in selling-buying financing. Problem approach used was statute approach and conceptual approach. Analysis of first and second problem formulations were legal relationship between syariah bank and syariah financing company in full financing, where syariah bank acts as full capital provider (100%) and syariah financing company as authorizer on behalf of syariah bank, then when default occurred by customer then syariah bank would take responsibility then the second is joint financing using musyarakah agreement where bank syariah and syariah financing company had equal pistion since both provided capital to customer and when loss occurred due to customer default, then both would take risk based on the extent of capital to be given.

Keywords: Bank Syariah, Syariah Financing Company, Channeling Cooperation Pattern