

Abstract

Indonesia is a large country with many natural resources. The natural resources such as minerals and coal mining is widely spread from Sabang to Merauke. In order to be used optimally for the benefit of the people needed some appropriate and proper management. Contract of work is a form of undertaking of mineral and coal mining management has changed its existence into Mining Production Operations Licence. State sovereignty against the domination of mining should be reinforced by means of unilateral termination of the contract of work if the mining industrialist does not follow the laws that have been replaced by not leaving the element of proportionality to the contract of work that has been replaced.

Type of legal research used in this study is doctrinal research with statute approach as its problem solving approach and conceptual approach. This study sought to analyze the validity of the unilateral termination of the contract of work by the government as well as the urgency of changes in the law system of mineral and coal mining from the previously contract of work into Mining Production Operations Licence.

From research conduct showed that the termination of the contract of work can be carried out by the Indonesian government based on the sovereignty over its natural resources and law enforcement in the mining business. However, termination can not be committed with carelessly because it involves foreign elements with large number of investment and state revenues. The urgency of changes in contract of work into Mining Production Operations Licence likely because severe environmental damage around the mining area, state revenues are still very little compared to profit sales by foreign mining undertaking and the weak position of the Indonesian government in contract of work which is equal with foreign parties due the existence of a contractual relationship.

Key word : Contract of work, Unilateral termination, Mineral and coal minings, Sovereignty.

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