

Dokumen Legal Yang Penting Dalam Menjalankan Usaha Sosial Anda


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TERINSPIRASI DARI:
Berbagai Sumber





Pentingnya Melengkapi Dokumen Hukum

Apa saja dokumen legal yang penting untuk Usaha Sosial?

1. Nota Kesepahaman/ MoU
2. Kontrak Kerja dan Perjanjian Kerahasiaan
3. Terms and Conditions
4. Term Sheets

Mengapa ini penting?

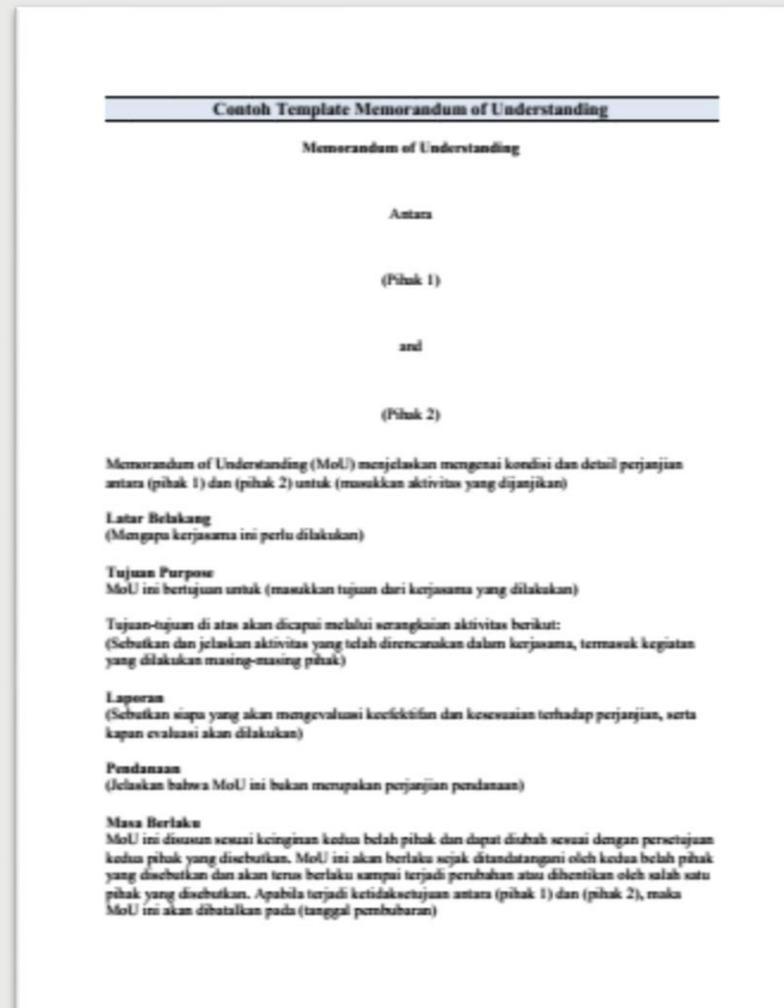
- Janji dan persetujuan tidak tertulis sulit untuk ditagih
- Dokumen legal tertulis menghindarkan Anda dari kesalahpahaman karena dalam dengan membuat dokumen legal tertulis Anda bisa menjelaskan secara rinci ketentuan yang diinginkan oleh semua pihak
- Dokumen legal dapat melindungi kepentingan Usaha Sosial Anda

1. Nota Kesepahaman/MoU

Nota kesepahaman merupakan sebuah dokumen yang berisi syarat dan ketentuan dari sebuah kerjasama termasuk didalamnya hal-hal yang harus dilakukan oleh pihak yang menandatangani.

Apa tujuan dari Nota Kesepahaman?

- Menunjukkan bahwa semua pihak yang menandatangani telah memahami dan setuju untuk melakukan hal-hal yang diatur dalam MoU tersebut.
- Sebagai awalan untuk mengikat diri kedalam perjanjian yang lebih penting, sebagai alat untuk menunjukkan keseriusan dalam hubungan bisnis.
- Dapat menjadi landasan untuk membuat perjanjian dengan lebih formal dari sekedar perjanjian lisan atau jabatan tangan saja.

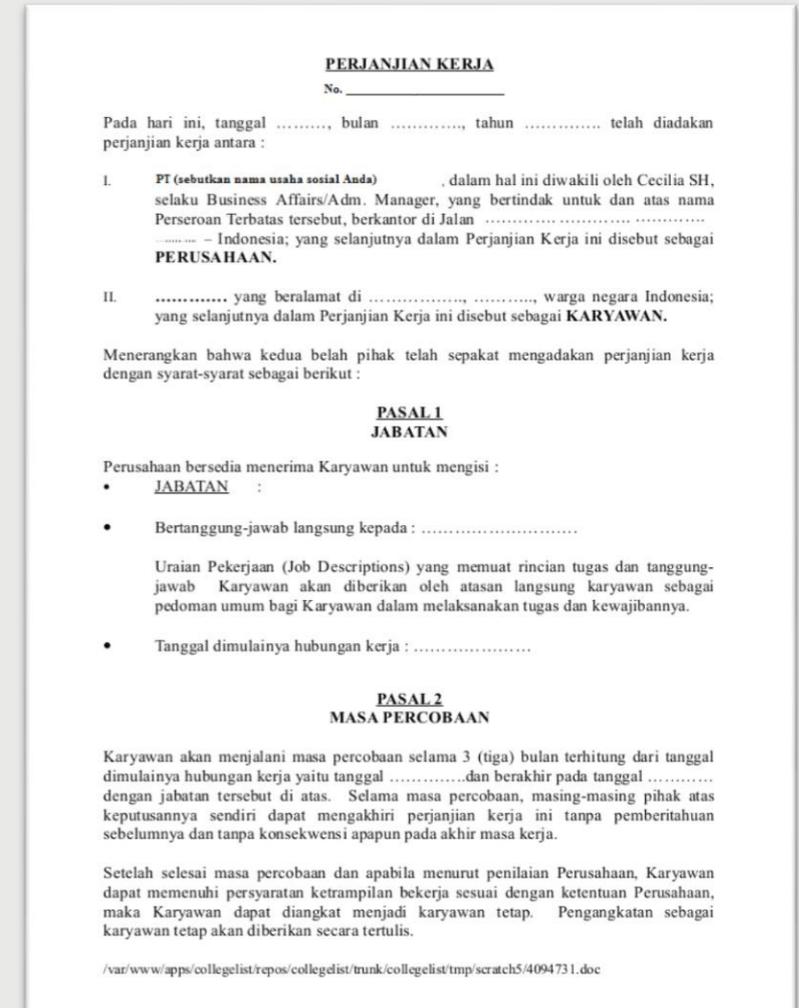


2. Kontrak Kerja dan Perjanjian Kerahasiaan

Kontrak kerja dan Perjanjian Kerahasiaan (Non-Disclosure Agreement) merupakan dua dokumen utama yang harus disiapkan perusahaan ketika akan mempekerjakan karyawan.

Apa tujuan dari Kontrak Kerja dan Perjanjian Kerahasiaan?

- Kontrak kerja bertujuan untuk menjelaskan peran, hak dan kewajiban Anda sebagai pemberi kerja dan karyawan sebagai penerima kerja
- Perjanjian Kerahasiaan bertujuan untuk menjaga rahasia atau informasi penting dari Usaha Sosial Anda agar tidak terjadi kebocoran yang akan merugikan





Pentingnya Melengkapi Dokumen Hukum

3. Terms and Conditions

Terms and Conditions (T&C) adalah sebuah dokumen yang mengatur hubungan antara perusahaan Anda dengan konsumen atau *supplier*.

Apa tujuan dari membuat *Terms and Conditions*?

Untuk *supplier*

- Memperlancar arus kas dari perusahaan dengan memperjelas kesepakatan pembayaran antara Usaha Sosial Anda dengan pihak lain, terutama pihak yang seringkali mengesampingkan pembayaran kepada bisnis kecil yang bisa saja termasuk Usaha Sosial Anda
- Memperkecil risiko kesalahpahaman dan ketidakpastian masa mendatang

Untuk konsumen

- Memperkecil resiko tanggung jawab yang berlebihan terhadap pelaksanaan Usaha Sosial Anda terhadap layanan konsumen
- Sebagai landasan pelaksanaan layanan bagi Usaha Sosial Anda kepada konsumen

4. Term Sheet

Term Sheet adalah dokumen yang biasanya disiapkan oleh investor yang berkeinginan untuk melakukan investasi di perusahaan Anda. Dokumen ini tidak mengikat pihak-pihak yang terkait didalamnya sebelum kontrak yang sebenarnya dibuat.

Apa tujuan dari memahami *Term Sheet*?

- Menjadi kerangka untuk membuat dokumen legal selanjutnya, seperti kontrak kerjasama
- Memahami penilaian dari investor terhadap Usaha Sosial Anda

| TERMS AND CONDITIONS | |
|--|---|
| 1. Syarat | on those Specifications and submit them to the Purchaser. In the event the Purchaser approves drawings based on the Purchaser's Specifications or drawings are included in the Specifications then Meditek agrees to provide Product in accordance with those drawings ("Drawings"). Meditek shall have no liability to the Purchaser or any third party for any loss or damage arising from the product so produced. The Purchaser shall be solely responsible for obtaining, and incurring the cost of, any insurance on such Product. Unless agreed in writing, Meditek makes no representations or recommendations, and gives no opinions or advice in relation to the Product or the Purchaser's Specifications. |
| 1.1 These terms and conditions of sale (Conditions) apply to all transactions between Masrap Meditek Pty Ltd (Meditek) and the Purchaser (Purchaser) in respect of all product provided by Meditek to the Purchaser from time to time (the Product), unless otherwise agreed in writing by the General Manager of Meditek. These Conditions prevail over any terms provided by the Purchaser on any purchaser order or request or otherwise, and Meditek does not accept, nor is it bound to comply with, the Purchaser's terms for the supply of the Goods. | |
| 2. Kondisi-kondisi | 6. Harga |
| 2.1 You accept these terms by signing these Conditions, submitting a credit application to Meditek or by ordering the Goods | 6.1 Product are sold to the Purchaser at the price current at the time of dispatch. Unless expressly agreed, prices and quotations are exclusive of GST and any Australian or overseas taxes or duties, and freight or delivery charges. |
| 3. Ketentuan Pemesanan | 7. Ketentuan Pembayaran |
| 3.1 To purchase any Product the Purchaser must provide a written purchase order (or contract in the event of a tender) and, if applicable, a full and detailed specifications and drawings (the Specifications). Order confirmation is at Meditek's discretion, and may be issued with a proposed delivery date for the Product. | 7.1 Terms are strictly cash before delivery unless prior credit arrangements have been made. |
| 4. Keterlambatan pemesanan dan pembatalan oleh pembeli | 7.2 Purchaser's granted credit term facilities may have such facilities suspended or rescinded should they not conform to trading terms |
| 4.1 Where the Purchaser cancels or requests a deferment of delivery of the Product and such cancellation or deferment is agreed to by Meditek, Meditek reserves the right to recoup any cost incurred as a result of the cancellation or deferment (as the case may be) including but not limited to reasonable storage fees. | 7.3 Meditek may charge interest on all unpaid amounts at the rate of 15% per year calculated on a daily basis. |
| 5. SPECIFICATIONS | 8. Pengiriman |
| 5.1 If specifications (but no drawings) are provided to Meditek, Meditek shall (at the Purchaser's cost) create drawings based | 8.1 The Purchaser shall use its own carrier and delivery shall be ex-Meditek's store. The Purchaser shall pay all freight and insurance costs ex-Meditek's store. Meditek's delivery records shall be the prima facie proof of delivery of the Product in good order and of the description stated therein and shall be evidence of receipt by the Purchaser (notwithstanding the absence of any representative of the Purchaser at the delivery address). |

| TERMS FOR PRIVATE PLACEMENT OF SERIES SEED PREFERRED STOCK OF [Insert Company Name], INC. | |
|---|---|
| | [Date] |
| The following is a summary of the principal terms with respect to the proposed Series Seed Preferred Stock financing of [_____] Inc., a [Delaware] corporation (the "Company"). Except for the section entitled "Binding Terms," this summary of terms does not constitute a legally binding obligation. The parties intend to enter into a legally binding obligation only pursuant to definitive agreements to be negotiated and executed by the parties. | |
| Offering Terms | |
| Securities to Issue: | Shares of Series Seed Preferred Stock of the Company (the "Series Seed"). |
| Aggregate Proceeds: | \$[_____] in aggregate. |
| Purchasers: | [Accredited investors approved by the Company] (the "Purchasers"). |
| Price Per Share: | Price per share (the "Original Issue Price"), based on a pre-money valuation of \$[____], including an available option pool of [____] %. |
| Liquidation Preference: | One times the Original Issue Price plus declared but unpaid dividends on each share of Series Seed, balance of proceeds paid to Common. A merger, reorganization or similar transaction will be treated as a liquidation. |
| Conversion: | Convertible into one share of Common (subject to proportional adjustments for stock splits, stock dividends and the like) at any time at the option of the holder. |
| Voting Rights: | Votes together with the Common Stock on all matters on an as-converted basis. Approval of a majority of the Preferred Stock required to (i) adversely change rights of the Preferred Stock; (ii) change the authorized number of shares; (iii) authorize a new series of Preferred Stock having rights senior to or on parity with the Preferred Stock; (iv) redeem or repurchase any shares (other than pursuant to employee or consultant agreements); (v) declare or pay any dividend; (vi) change the number of directors; or (vii) liquidate or dissolve, including any change of control. |
| Documentation: | Documents will be identical to the Series Seed Preferred Stock documents published at www.seriesseed.com , except for the modifications set forth in this Term Sheet. |
| Financial Information: | Purchasers who have invested at least \$[_____] ("Major Purchasers") will receive standard information and inspection rights and management rights letter. |
| Participation Right: | Major Purchasers will have the right to participate on a pro rata basis in subsequent issuances of equity securities. |
| Board of Directors: | [____] directors elected by holders of a majority of common stock, [____] elected by holders of a majority of Series Seed and [____] elected by mutual consent. |
| Expenses: | Company to reimburse counsel to Purchasers for a flat fee of \$10,000. |
| Future Rights: | The Series Seed will be given the same rights as the next series of Preferred Stock (with appropriate adjustments for economic terms). |
| Key Holder Matters | Each Key Holder shall have four years vesting beginning [____]. Full acceleration upon "Double Trigger." Each Key Holder shall have assigned all relevant IP to the Company before closing. |