



ACEH DECENTRALIZATION: OIL AND GAS MANAGEMENT IN MARINE AREA

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Abstract

This article describes the management of Aceh's authority to regulate oil and gas co-management strategies in the sea area after the enactment of Government Regulation No. 23/2015. Normative legal research method with a qualitative approach. Conclusions and suggestions: That the oil and gas management strategy in the sea area in the Helsinki MoU. "Aceh has the right to control 70% of the results of all hydrocarbon reserves and other natural resources located in the territory of Aceh and the territorial sea around Aceh". The juridical analysis of oil and gas management in the sea area leads to the Helsinki MoU explaining that Aceh has the authority over natural resources in the territorial sea in Aceh. Joint management recommendations emphasize that the Government and the Government of Aceh manage oil and gas natural resources back to the Helsinki MoU which Aceh's jurisdiction is up to 200 miles.

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I. INTRODUCTION

On July 20 2022, the Ministry of Energy and Mineral Resources of the Republic of Indonesia (Ministry of Energy and Mineral Resources of the Republic of Indonesia) stated that there were findings of oil and gas resources (oil and gas) in the Andaman Block which is located in Aceh waters. The potential which is estimated to be the largest in the world is in the range of 6 trillion cubic feet (TFC) from each of the three blocks, namely the Andaman I Block, Andaman II Block and Andaman III Block. The three blocks are managed by the cooperation contract contractor (KKKS) Mubadala Petroleum with the Andaman I Block, the PSC Contractor by Premier Oil with the Andaman II Block, and the Repsol Andaman B.V PSC Contractor with the Andaman III Block. The calculation of the potential of the three Andaman blocks is that they have resources of around 4.865 million barrels of oil equivalent (MMBOE) with details of discoveries of 260 million BOE, prospects of 1.97 MMBOE and leads of 2.635 billion barrels of equivalent (BOE). (Wahyudi, 2023)

Then on January 5, 2023, the Indonesian Ministry of Energy and Mineral Resources together with Conrad Asia Energy Ltd officially signed a contract for the management of two oil and gas working areas in Aceh, namely Offshore North West Aceh (OWNA-Meulaboh) and Offshore South West Aceh (OSWA-Singkil) South West Aceh oil and gas WK located off the coast of Aceh, it has

potential oil resources of 1.4 billion barrels (BBO) and 8.6 TCF of gas. Director General of Oil and Gas Tutuka Ardjie explained that the two PSC Contractors with the concept of cost recovery (profit sharing) are exploration contracts with a term of 30 years with a production sharing of 60:40 for oil and 55:45 for gas. (Team, 2024)

Long before that, oil and gas in Aceh had been discovered on October 24, 1971. Natural gas contained under the Arun gas field was discovered with estimated reserves of up to 17.1 TCF. One year later, in 1972, offshore natural gas was discovered in the North Sumatra Offshore (NSO) field located in the Malacca Strait at about 107.6 km from the PT. Arun at Blang Lancang. Production produced by Mobil Oil and PT. Pertamina for 37 years' operating 16 TCF and reaching 450 million cubic feet. Gas in Arun became a polemic for the people of Aceh, because around Arun the poor were not cared for and economic justice at that time was a deviation. (Setiawan, 2023)

The discovery of oil and gas resources in Aceh has become a factor in the occurrence of such a long conflict, this is evidenced by a statement from the Ministry of Energy and Mineral Resources explaining that PT. Arun produced 38,800 cubic meters of LNG and 25,200 barrels of condensate. Last year alone, PT Arun shipped 113 LNG cargoes which is equivalent to 6.42 million tons of liquefied gas. While the total condensate exported was 9.3 million barrels which were transported in 24 shipments. All production of PT. Arun was deployed to supply the needs of liquefied gas in Japan and South Korea. The amount of production last year actually has decreased considerably from the peak of PT Arun's operations around 1993. (Team, The story of the money making machine named Arun, 2023)

At that time, every year, a company whose 55 percent shares were owned by PT. PERTAMINA is capable of producing 224 LNG cargoes. Apart from liquefied gas and condensate, PT. Arun also produces urea and ammonia fertilizers. When it was first discovered in 1978, gas reserves in Arun were indeed estimated to be the largest natural gas reserves in the world. Two years ago, the value of a single shipment was US\$ 10 million. So, you can imagine, how many trillions of rupiah in state foreign exchange are generated from this giant factory, every day. On the other hand, it cannot be denied that one of the triggers for the flare-up of the conflict in Aceh was the existence of PT. Arun, besides of course a number of other trans-national oil and gas factories in North Aceh, such as Exxon Mobile, PT. ASEAN Fertilizer and PT. Fertilizer Iskandar Muda. (Nuranti, 2019)

Then, 4 years after the discovery of gas in Aceh, Hasan Di Tiro declared the Free Aceh Movement in 1976 which aims to be separated from Indonesia, this movement initially only had 25-200 members. The conflict between the free Aceh movement (GAM) and the Government of Indonesia caused many victims, estimated at 15,000 dead. This long conflict was at least influenced by oil and gas in Aceh. Although on the other hand, the government of President Suharto's era tended to be centralized in developing the region. (Hasbullah, 2020)

After 30 years of conflict, it ended with the Helsinki agreement or the Helsinki MoU which refers to the memorandum of understanding between the Government of Indonesia and GAM which was signed in Helsinki, Finland on 15 August 2005. (Patria, 2010). The form of this agreement is a statement of the commitment of both parties to resolve the Aceh conflict peacefully, comprehensively, sustainably and with human dignity. The Helsinki MoU itself stipulates the following: First, regarding the governance of Aceh. Second, regulate human rights. Third, GAM's right to amnesty and reintegration into society. Fourth, security settings. Fifth, the establishment of an Aceh monitoring mission. Sixth, regarding dispute resolution. (Ridwansyah, 2018)

The Helsinki MoU clause regarding oil and gas is regulated in the following phrases: 1.3.3. "Aceh will have authority over the natural resources that live in the territorial sea around Aceh". 1.3.4. "Aceh has the right to control 70% of the proceeds from all existing and future hydrocarbon reserves and other natural resources in the Aceh region and the territorial sea around Aceh".

Follow-up arrangements after the ratification of the Helsinki MoU was enacted Law Number 11 of 2006 concerning the Government of Aceh. Oil and gas regulations are regulated in Article 160 of Law Number 11 of 2006 as follows: (1) The Government and the Government of Aceh jointly manage natural resources of oil and natural gas located on land and in the sea within the jurisdiction of Aceh. (2) In order to carry out the management as referred to in paragraph (1), the Government and the Government of Aceh may appoint or form an implementing agency that is determined jointly. (3) Cooperation contracts with other parties to carry out exploration and exploitation in the context of oil and gas management can be carried out if the entire contents of the cooperation contract agreement have been mutually agreed upon by the Government and the Government of Aceh. (4) Prior to holding discussions with the Government regarding the cooperation contract as referred to in paragraph (3), the Aceh Government must obtain DPRA approval. (5) Further provisions regarding matters as referred to in paragraph (1), paragraph (2), paragraph (3) shall be regulated in a Government Regulation.

Article 161 of Law Number 11 of 2006 as follows: "The cooperation contract agreement between the Government and other parties that existed at the time this Law was promulgated can be extended after obtaining an agreement between the Government and the Government of Aceh with the provisions referred to in Article 160 paragraph (3)". Then Government Regulation Number 23 of 2015 concerning Joint Management of Natural Oil and Gas Resources in Aceh was ratified. This a quo Government Regulation actually deviates from the text of the norms of the Helsinki MoU because the Helsinki MoU does not mandate the joint word in its management. There should also be involvement of DPRA elements because of the norms of Law Number 11 of 2006 before holding discussions with the government regarding PSC Contractors, the Aceh Government must obtain DPRA approval. The mandate of the PP a quo is not the case, it only regulates the existence of the BPMA with the involvement of the Ministry of Energy and Mineral Resources. (Sulaiman, 2016)

However, Government Regulation Number 23 of 2015 is still implemented and approved by the Government of Aceh because the source of funding comes from the State Revenue and Expenditure Budget (APBN). This should not be the case, the Government of Aceh must focus on the substance of Government Regulation Number 23 of 2015, because in the PP a quo, Aceh's authority only regulates Aceh's 0-12 nautical miles. Ideally, the Government of Aceh will manage oil and gas natural resources on land and sea, both upstream and downstream industries in the Aceh region up to the limits of Indonesia's exclusive economic zone. (Nafi, 2022)

Research questions:

If the exclusive economic zone (ZEE) arrangement is obtained by Aceh because Aceh is still part of Indonesia, then Aceh's integration process will still be strong and part of the system of the unitary state of the republic of Indonesia. Aceh cannot be distinguished from the ZEE because the route is outside and borders the Indonesian territorial sea as stipulated by Law Number 5 of 1983 concerning the Indonesian Exclusive Zone. Coverage starts from the seabed, the land beneath it and the water above it with an outer limit of 200 nautical miles measured from the base line of the Indonesian territorial sea. If the exclusive economic zone (ZEE) arrangement is obtained by Aceh because Aceh is still part of Indonesia, then Aceh's integration process will still be strong and part of the system of the unitary state of the republic of Indonesia. Aceh cannot be distinguished from the ZEE because the route is outside and borders the Indonesian territorial sea as stipulated by Law Number 5 of 1983 concerning the Indonesian Exclusive Zone. Coverage starts from the seabed, the land beneath it and the water above it with an outer limit of 200 nautical miles measured from the base line of the Indonesian territorial sea.

II. Research methods

This study uses normative juridical research by examining written regulations or other legal materials. Apart from that, this research was mostly conducted on secondary laws in the library. The material originates or contains new or up-to-date scientific knowledge or new understanding of known facts or ideas, in this case including books, journals, dissertations, theses, theses or other legal materials. Research on the arrangement of joint management strategies for oil and natural gas in the sea area is part of the science of law. This research certainly aims to describe or provide a systematic, factual and accurate description of a population or the peak of the problem under study. (Suteki, 2018) In normative juridical research, researchers will describe holistically both systematically, factually and accurately, the facts that occur in terms of the rationale for the establishment of Government Regulation Number 23 of 2015. (Marzuki, 2005)

III. Results and discussion

3.1. Regulation for joint management of oil and gas

Article 33 paragraph (3) of the 1945 Constitution states that "Earth and water and the natural resources contained therein are controlled by the state and used for the greatest prosperity of the people". Derivatives of Article 33 paragraph (3) of the 1945 Constitution gave birth to Law Number 22 of 2001 concerning Oil and Gas, Law Number 11 of 2006 concerning the Government of Aceh, and Government Regulation Number 23 of 2015 concerning Joint Management of Oil and Gas Natural Resources Earth in Aceh. (Team, Cutting Regulations to Increase Investment, 2018)

Law No. 22 of 2001 does not explain the phrase regulating joint management of oil and gas. What regulates it is only in Article 160 paragraph (1) of Law Number 11 of 2006 which states "The Government and the Aceh Government carry out joint management of natural oil and natural gas resources that are on land and sea in the territory of Aceh's authority". Derived from the norms of Article 160 of a quo Law gave birth to Government Regulation Number 23 of 2015 concerning Joint Management of Natural Oil and Gas Resources in Aceh. The definition of joint management is regulated in Article 1 number 8 of Government Regulation Number 23 of 2015 stating that joint management is an activity carried out by the Government and the Government of Aceh jointly in the management of oil and gas natural resources in the territory of Aceh. (Nonci, Oil and gas description analysis, 2020)

In terms of management, it is also defined as a process that provides oversight of all matters involved in implementing policies and achieving goals. In general, management is an activity of changing something so that it becomes good with the weight of having high values from the start. Management can also be interpreted as a form of doing something to make it more suitable and suitable with needs so that it is more useful. Management is also intended to come from the word manage (to manage) and usually refers to the process of managing or handling something to achieve certain goals. So, management is the science of management related to the process of managing and handling something to realize certain goals to be achieved. (Setiawan M. N., 2022)

Then together referred to in Government Regulation Number 23 of 2015 between the Central Government and the Government of Aceh in jointly managing oil and natural gas in Aceh. Petroleum is defined normatively as the product of natural processes in the form of hydrocarbons which under atmospheric pressure and temperature conditions are in the form of a liquid or solid phase, including asphalt, mineral wax or ozokerite and bitumen obtained from the mining process, but excluding coal or other solid hydrocarbon deposits. obtained from activities not related to oil and gas business activities. Finally, natural gas is also explained as a result of natural processes in the form of hydrocarbons which, under conditions of atmospheric pressure and temperature, are in the form of a gas phase obtained from the mining process of oil and natural gas. (Chandrangera, 2017)

Arrangements for co-management of oil and gas natural resources in Aceh are specifically regulated by Government Regulation Number 23 of 2015 between the Government of Indonesia and the Government of Aceh as far as 12 miles becomes the dominant Government of Aceh. The working area for oil and natural gas in Aceh is limited to 0 to 12 nautical miles to carry out joint management and control of upstream business activities in the oil and gas sector which are in the sea area of Aceh. (Simabura, 2023)

Joint management here is meant both from upstream business activities that are on land and sea, even the Ministry of Energy and Mineral Resources of the Republic of Indonesia is required to determine and announce work areas that are on land and sea in the Aceh authority area which will be offered to contractors after obtaining a recommendation from the Governor. From a fiscal perspective, the BPMA institution, that after the ratification of Government Regulation Number 23 of 2015, formed the Aceh Oil and Gas Management Agency (BPMA) whose operational budget is financed by the Ministry of Energy and Mineral Resources of the Republic of Indonesia. (Kurniawan, 2018)

Joint management of oil and gas in Aceh is handed over to BPMA as the contractor and regulator in Aceh. This means that BPMA fully has the task of carrying out, controlling and supervising cooperation contracts for upstream business activities so that the extraction of state-owned natural oil and gas resources located on land and sea in Aceh's jurisdiction can provide maximum benefits and revenue for the state to the true prosperity of the people of Aceh. (Alyasa Abubakar, 2004)

According to Government Regulation Number 23 of 2015 states that there are several BPMA tasks, including: (1) Carry out negotiations and drafting cooperation agreements in the oil and gas sector by the Government and the Government of Aceh; (2) Carry out the signing of cooperation contracts; (3) Review the development plan for the first field to be produced in a work area; (4) Delivering the results of a study regarding the field development plan that will be produced for the first time in a work area that has received approval from the Governor to the Minister of Energy and Mineral Resources of the Republic of Indonesia; (5) Give approval for the next field development plan; (6) Approval of the work plan and budget of the Business Entity/Permanent Establishment; (7) Carry out monitoring and report on the implementation of cooperation contracts to the Minister of Energy and Mineral Resources of the Republic of Indonesia and the Governor, and (8) Finally, provide recommendations for sellers of oil and/or natural gas from joint management, which have received approval from the Governor to the Minister which can provide maximum benefits for the state.

According to Government Regulation Number 23 of 2015 states that there are several BPMA functions, including: (1) Fostering cooperation in the framework of realizing integration and synchronization of the operational activities of cooperation contract contractors in the work area; (2) Formulate guidelines for the preparation of the budget and work programs of the cooperation contract

contractors in the work area; (3) Supervise the main operational activities of cooperation contract contractors in the work area; And (4) Fostering all the assets of the cooperation contract contractor in the working area which belongs to the state, in accordance with the provisions of the laws and regulations.

The joint management of oil and gas in Indonesia is actually regulated by two regulations, Law Number 22 of 2001 and Law Number 11 of 2006. Joint management is regulated in Article 1 point 19 of Law Number 22 of 2001 stating "The cooperation contract (KKKS) are production sharing contracts or other forms of cooperation contracts in exploration and exploitation activities that are more profitable for the state and the results are used for the greatest prosperity of the people". (Wahyuningtyas, 2020)

In fact, the implementation of oil and gas exploitation is carried out through PSC Contractors in a cooperation contract with the concept of a production sharing contract (PSC). Management with PSC will be shared by 85%: 15% natural gas by 70%: 30% between the Government and PSC Contractors. There are also those that affect oil and gas production, namely gross revenue, first tranche petroleum, and credit investment and cost recovery. (Asmara, 2012) Joint management by Law Number 22 of 2001 is more on production sharing contracts which focus more on the following: First, the KKKS used will provide tax revenue in import duties and other levies on imports and excise and local taxes and regional levies. Second, the work area and returns determined by the Ministry of Energy and Mineral Resources obtain approval for the first field development in a work area if it does not carry out its activities within a maximum period of 5 (five) years from the end of the exploration period, so it is obligatory to return the entire work area to the Minister concerned. (Shobah, 2021)

Third, the obligation to disburse funds in the contract is defined as an obligation with production needs as well as risks that arise, stated by one of the parties because the cooperation contract in the oil and gas sector contains a clause stating that if the investor as a contractor when exploring and exploiting the work area produces minerals If there is a benefit, then the expenditure of funds is borne by the government, whereas if there is a risk, vice versa, then all expenditure of funds becomes the risk of the investor as a contractor. (Kurniawan F. , 2013)

Fourth, the transfer of ownership of the production of oil and gas, this clause is a continuation of the PSC concept when the contract was signed. This means that the transfer of ownership of production results has been separated for cost recovery costs so that the remaining ownership of the production results of oil and gas is shared between the government and investors as contractors. Fifth, the maximum term for a KKKS is 30 years and an additional 20 years can be applied for additional PSCs. The duration of this time consists of exploration and exploitation, the exploration period is carried out for six years and can be extended only for one period which is carried out for a maximum of four years. (Arba, 2016)

Sixth, the PSC must also explain contract settlement when there are problems in the future, either by arbitration with a focus on out-of-court settlement. The arbitration must be in the context of the agreement of the two parties, be it SKK Migas and the available PSC Contractors. Arbitration that is focused on procedures agreed upon by the parties, namely out-of-court settlements by way of consultation, negotiation, mediation, conciliation, or expert judgment. (Hernoko, 2010)

Seventh, PSC must also emphasize the obligation to supply oil and gas to meet domestic needs. Oil and gas down streaming must emphasize domestic aspects, not PSC dominating exports by setting prices that are not detrimental to the KKKS. This obligation focuses on a national reserve in sufficient quantity for a certain period of time. Eighth, the PSC in the KKKS must state the end of the contract entered into between the investor as the contractor and the oil and gas implementing agency. (Amira Nurdin, 2020)

Ninth, the PSC in the KKKS must include the expiration of the contract entered into between the investor as a contractor and the implementing agency, whether it will regulate post-mining operation obligations, occupational health safety, environmental management, transfer of rights and obligations, required reporting, field development plans, prioritizing the use of domestic goods and services, developing local communities and guaranteeing rights, and finally, prioritizing the use of Indonesian workers. (Fitriani, 2019)

Regarding Government Regulation Number 23 of 2015 governs joint management as follows: First, KKKS is to be managed by BPMA as the implementation, control and supervision of cooperation contracts for upstream business activities so that the return of state-owned natural oil and gas resources that are on land and sea in the jurisdiction of Aceh can provide maximum benefit and revenue for the state for the greatest prosperity of the people. Second, BPMA provides recommendations for sellers of oil and/or natural gas from joint management, which have received approval from the Governor to the Minister, which can provide maximum benefits for the state. Then carry out monitoring and report on the implementation of the cooperation contract to the Minister and Governor. Third, BPMA conveys the results of a study regarding the field development plan that will be produced for the first time in a work area that has received approval from the Governor to the Minister. (Amira Nurdin, 2020)

3.2. Management of oil and gas in the Aceh

The specific strategy for managing oil and gas in the sea area by Aceh was initially submitted to the Helsinki MoU clause phrase 1.3.4. states "Aceh has the right to control 70% of the proceeds from all existing and future hydrocarbon reserves and other natural resources in the Aceh region and the territorial sea around Aceh" (Ridwansyah, Aceh Kedaulatan Energi, 2018). The derivation of this phrase became the legal basis for the birth of the norm of Article 156 of Law Number 11 Year 2006 stating: First, the Aceh government and district/city governments manage natural resources in Aceh

both on land and at sea in the Aceh region in accordance with their authority. Second, management as referred to in paragraph (1) includes planning, implementing, utilizing and supervising business activities which may be in the form of exploration, exploitation and cultivation. Third, the natural resources referred to in paragraph (1) cover the mining sector consisting of mineral, coal, geothermal, forestry, agriculture, fishery and marine mining which is carried out by applying the principles of transparency and sustainable development. Fourth, in implementing the provisions referred to in paragraph (1), paragraph (2), and paragraph (3), the Government of Aceh may: a. Forming regional owned enterprises; and b. Doing capital participation in State Owned Enterprises. Fifth, the business activities referred to in paragraphs (2) and (3) may be carried out by state-owned enterprises, regionally-owned enterprises, cooperatives, local, national or foreign private enterprises. Sixth, the implementation of the provisions referred to in paragraph (4) and paragraph (5) shall be guided by the standards, norms and procedures stipulated by the Government. Seventh, in carrying out the business activities referred to in paragraph (2) and paragraph (5), the executor of business activities must involve local human resources and make use of other resources available in Aceh. (Husna, 2018)

Then the derivative norms gave birth to Government Regulation Number 23 of 2015 concerning the Joint Management of Oil and Gas Natural Resources in Aceh which emphasizes that joint management is an activity carried out by the Government and the Government of Aceh jointly on the management of oil and gas natural resources located in on land and sea within the jurisdiction of Aceh. (Husna, Implications of the Constitutional Court Decision on the Regulation of Production Sharing Contract, 2012) This means explaining that the strategy for managing oil and gas natural resources in the sea area is still under the control of the Government of Aceh and the Central Government. Specifically in the sea area of Aceh, the management of Aceh's rights regarding oil and gas is limited to the management and joint control of upstream business activities in the oil and gas sector which are on land and in the sea area under the authority of Aceh 0-20 nautical miles as mandated by Government Regulation Number 23 2015 year. (Thariq, 2019)

The author's analysis is that the strategy for strengthening upstream oil and gas business activities is focused on exploration and development and oil and gas production. The purpose of this exploration activity is to obtain information on geological conditions, to find and obtain estimates of oil and gas reserves, where the work area is determined. This working area is within the jurisdiction of Indonesian mining which covers all areas of land, waters and the continental shelf. That is, Aceh has sovereign rights along 20 miles but above 200 miles with the concept of participating interest, namely rights and obligations as a contractor for cooperation contracts, both directly and indirectly in a working area. (Enzus Tnianus, 2017)

However, what is most interesting, in the opinion of the writer, is that the 20-mile boundary of Aceh's right is ideally inconsistent with the concept of Aceh being part of Indonesia. This means that there are no restrictions as long as Aceh is part of the Government of Indonesia. This confirmation

explains that the Government of Indonesia and the Government of Aceh carry out joint management of oil and gas natural resources on land and sea for both upstream and downstream industries in the Aceh region up to the boundaries of Indonesia's ZEE. This means that the strategy for managing Aceh's oil and gas resources must comply with provisions at the international, national and local levels. (Taufiqurahman Syahuri, 2020)

It is understood that the strategy for strengthening the management of Aceh's oil and gas natural resources can be viewed from the aspect of international law which explains that sovereignty over land territory is in accordance with the boundaries of the state's territory. The reference is to the principle of maritime state sovereignty where the state has rights over oil and gas natural resources mandated by laws and regulations in the sea area along 20 miles. Meanwhile, sovereign rights which are the boundaries of the ZEE are part of the high seas bordering the territorial sea up to 200 miles from the baselines and the continental shelf. The seabed and subsoil are adjacent to the seabed area under the territorial sea up to a minimum of 200 miles, a maximum of 350 miles from a baseline of 100 miles. Then in the context of the Aceh Qanun level, the Government of Aceh and the DPRA can realize or respond positively by making legal regulations, namely Qanuns in carrying out upstream oil and gas business activities, especially the strategy to strengthen the management of oil and gas natural resources in the sea area.

It was understood again that Aceh was given specificity and privileges in the management of oil and gas in the sea area so that the initial policy benchmarks must still start from the Helsinki MoU which is part of the official state document. The juridical analysis of Article 160 of Law Number 11 of 2006 concerning the Government of Aceh explains that the Government of Indonesia and the Government of Aceh carry out joint management of oil and gas natural resources located in the land and sea areas within Aceh's jurisdiction. Then the textual norm of Article 160 of a quo law mandate that BPMA as an implementing agency. Within the framework of the KKKS, it was agreed between the Government of Indonesia and the Government of Aceh, and must obtain the approval of the DPRA.

The context of co-management must involve elements of the Government of Indonesia and the Government of Aceh. The definition of co-management is an activity carried out by the Government and the Government of Aceh jointly in the management of oil and gas natural resources located on land and sea within the territory of Aceh's authority. In the management and utilization of data obtained from general surveys, exploration and exploitation belong to the state which is controlled by the government. So that all data resulting from exploration and exploitation activities in working areas can be managed Juridical analysis of Government Regulation Number 23 of 2015 concerning 23 of 2015 concerning Joint Management of Natural Oil and Gas Resources in Aceh. The mandate for the establishment of PP No. 23 of 2015 is a derivation of Article 160 of the UUPA and the Helsinki MoU which was adapted to Article 33 paragraph (2) and paragraph (3) of the 1945

Constitution. This affirmation is part of strategic non-renewable natural resources controlled by the state and is a vital commodity that plays an important role in supplying industrial raw materials, meeting energy needs in the country, and generating foreign exchange so that what is important is that management needs to be carried out optimally so that it can be used for the greatest possible prosperity and welfare of the people of Aceh in particular and in general the people of Indonesia. Formation of an implementing agency, in this case the BPMA, in cooperation with the Central Government. Furthermore, KKKS with other parties to carry out exploration and exploitation activities in the framework of oil and gas management with foreign and domestic companies to carry out exploitation and exploration in the Aceh region. In the process of ratifying the KKKS that has been mutually agreed upon by the Central Government and the Government of Aceh and prior to holding discussions with the government regarding the cooperation contract, the approval of the DPRA must be obtained.

IV. Conclusion

The conclusions generated in this study are as follows: **First**, that the meaning of Indonesia's exclusive economic zone related to Law Number 5 of 1983 stipulates that the ZEE boundary is 200 miles long while Law Number 11 of 2006 Aceh's authority is limited to 0 to 20 miles from the base of the coast along the defined zone. Aceh can also carry out a participating interest with the Central Government which is over 20 miles with rights and obligations as a PSC either directly or indirectly in a work area. This is like the KKKS carried out by the Ministry of Energy and Mineral Resources with the Andaman 2, Andaman 3 Blocks, the Meulaboh Block and the Singkil Block by involving the Government of Aceh, namely as the executor of the BPMA. **Second**, that the oil and gas management strategy in the sea area has been regulated by the clause 1.3.4 of the Helsinki MoU. stated "Aceh has the right to control 70% of the proceeds from all existing and future hydrocarbon reserves and other natural resources in the Aceh region and the territorial sea around Aceh". without neglecting Article 33 paragraph (3) of the 1945 Constitution states "Earth and water natural resources contained therein are controlled by the state and used for the greatest prosperity of the people". This derivative has been regulated through Article 160 of Law Number 11 of 2006 and technically re-regulated in Government Regulation Number 23 of 2015 concerning Joint Management of Natural Oil and Gas Resources in Aceh. **Third**, the juridical analysis related to oil and gas management in the maritime area uses three legal parameters, culminating in the Helsinki MoU clause 1.3.3. and 1.3.4 explains that Aceh will have authority over the natural resources that live in the territorial sea around Aceh. This juridical analysis confirms that the Helsinki MoU is part of a state document. Then in the context of co-management, it emphasizes that the Government and the Government of Aceh are jointly managing the oil and gas natural resources that are on land and sea in the Aceh area of authority. In the

management and utilization of data obtained from general surveys, exploration and exploitation belong to the state which is controlled by the government.

It is hoped that in the future, Indonesia's exclusive economic zone with Aceh will no longer be limited, Aceh must have the right to manage its sea as long as the EEZ is set at 200 miles by including the Indonesian Government in its management. Furthermore, the management of oil and gas in Aceh, which is mandated by Article 160 of Law Number 11 of 2006 concerning the Government of Aceh, must return to the original intense Helsinki MoU so that Aceh is given the sovereignty of oil and gas authority so that it is in accordance with the concept of self-government. Finally, researchers hope that all functionaries from both the Government of Indonesia and the Government of Aceh must understand that the Helsinki MoU is an official state document. So, what is the mandate of the Helsinki MoU must be immediately completed by state functionaries if not then state functionaries ignore the document and even betray their own country.

DAFTAR PUSTAKA

1. Book

- Hasbullah. (2020). *The Emergence of Aceh Nationalism: from the Birth of GAM to Operation Nanggala (1976-1982)*. Jakarta: Ministry of Education and Culture Directorate General of Culture Balai Pelestarian Nilai Budaya Aceh.
- Hernoko, Agus Yudho. (2010), *Law of Agreement: The Principle of Proportionality in Commercial Contracts*, Jakarta: Kencana Prenada Media Group.
- Marzuki, Peter Mahmud. (2005), *Legal Research*, Bandung: Kencana Prenada Media.
- Patria, Nezar. (2010), *Hasan Di Tiro: The Unfinished Story of Aceh*, Banda Aceh: Bandar Publishing.
- Suteki and Galang Taufani. (2018) *Legal Research Methodology: Philosophy, Theory and Practice*, (Jakarta: Raja Grafindo.

2. Journal article

- Abubakar, Alyasa and M. Daud Yusoe. (2004). Qanun as a Regulation for the Implementation of Special Autonomy in the Province of Nanggroe Aceh Darussalam, *Indonesian Legislation Journal* 1, no. 3, 15.
- An-Nisa and Kurniawan. (2018), Implementation of Duties and Functions of BPMA According to Government Regulation No. 23/2015 on Joint Management of Oil and Gas Natural Resources in Aceh", *Student Scientific Journal of State Law* 2, no. 4, 710. 710.
- Arba, Maulana, et al, (2016). The Application of the Principle of Proportionality in Production Sharing Contract in Upstream Oil and Gas Mining Business Activities", *Diponegoro Law Review* 5, no. 2, 1-6.
- Asmara, Anugerah Yuka. (2012). Strengthening the Exclusive Economic Zone in the Management of Indonesian Maritime Resources in Border Areas", *Journal of Marine and Fisheries Socio-Economic Policy* 2, no. 2, 132. 132.
- Ath Thariq, Phoenna. (2019). A Juridical Study of the Position of the Helsinki MoU and Specificity in the Law on the Government of Aceh", *Ius Civile Journal* 3, no. 2, (2019): 50.
- Chandranegara, Ibnu Sina, "Constitutional Design of Oil and Gas Law for the Greater Prosperity of the People", *Constitutional Journal* 14, no 1, 46.
- Editorial Team. (2018). *Cutting Regulations to Increase Investment*, Jakarta: Directorate General of Oil and Gas, Issue 01.
- Husna, Cut Asmaul. (2012). Implications of the Constitutional Court Decision on the Regulation of Production Sharing Contract", *Constitutional Journal* 9, no. 4, 598. 598.
- Husna, Cut Asmaul. (2018). Strategies for Strengthening Joint Management of Oil and Gas in the Sea Region". *Constitutional Journal* 15, no 1, 158.
- Kurniawan, Faizal. (2013). Forms of Legal Protection of Oil and Gas Property as State Assets through Contract Instruments", *Perspective Journal* XVIII, no. 2, 74.
- Nonci, Ramli, et al. (2020). Oil and Gas Description Analysis", *Equilibrium: Journal of Education and Economic Research* 17, Issue 02,
- Novitasari, Andriani Wahyuningtya, (2020). Reflection of State Sovereignty in Law Enforcement of Biological Natural Resources in the Exclusive Economic Zone", *Constitutional Journal* 17, no. 4,
- Nurdin, Amira, Azhari Yahya. (2020). Implementation of the Oil and Gas Production Sharing Contract Between BPMA and Triangle Pasa Inc in the Pasa Working Area of North Aceh and East Aceh Regencies", *Student Scientific Journal of Civil Law* 4, no. 1, 14.
- Ridwansyah, Muhammad. (2018). Efforts to Find the Ideal Concept of Center-Region Relations According to the 1945 Constitution of the Republic of Indonesia", *Constitutional Journal* 14, no. 4, 841. 841.
- Setiawan, M. Nanda. (2022). Law Enforcement of Petroleum Exploitation in The Batang Hari District That Is Without a Cooperation Contract", *Kanun Journal: Legal Science* 24, no. 1, 58.

- Shobah, Shofia, "Cost Recovery in Oil and Gas Cooperation Contracts in Indonesia Viewed from International Contract Law", *Diponegoro Law Review* 1, no. 3, (2021): 231. 231.
- Sulaiman. (2016). Reconstructing an Equitable Oil and Gas Law in Indonesia", *Kanun Journal of Legal Sciences* 18, no. 2, 220. 220.
- Syahuri, Taufiqurahman, Euodia Octavia Sitompul. (2020). Juridical Analysis of Marine and Coastal Boundary Management Based on Law Number 23 of 2014 concerning Regional Government", *Journal of Legal Essence* 2, no. 2, 14.
- Tnianus, Enzus, Faisal A. Rani, Adwani. (2014). 'Determination of Regional Sea Boundaries and the Authority of the Government of Aceh in the Field of Marine Natural Resources Based on Law Number 11 of 2006 concerning the Government of Aceh', *Journal of Legal Sciences* 2, no. 4, 7.
- Wahyudi, Arman Nafi, (2022). Efektivitas dan Pengawasan Participating Interests oleh BPMA: Sebuah Analisis Hukum", *Kanun Journal of Legal Sciences* 24, no. 2, 180.

3. Thesis

- Fitriani, Asia, "Petroleum Management Practices According to Positive Law and Islamic Law", *thesis*, (Bengkulu: Bengkulu State Islamic Institute, 2019).

4. Prosiding

- Nuranti, Ratio Fitra Maliki and Ziyad Auliy. (2019). Arun LNG Receiving Hub & Regasification Terminal: First Conversion of an LNG Plant into an LNG Regasification Terminal", 19th International Conference & Exhibition on Liquefied Natural Gas, Shanghai.

5. Newspaper article

- Editorial Team, "Aceh Government Expects Oil and Gas Exploration to Benefit the Community", accessed via <https://migas.esdm.go.id/post/read/pemerintah-aceh-harap-eksplorasi-migas-bermanfaat-bagi-masyarakat>, on January 24, 2023.
- Editorial Team, "The Story of the Money-Making Machine Named Arun", accessed via <https://bisnis.tempo.co/read/16890/kisah-mesin-penangguak-uang-bernama-arun>, on January 24, 2023.
- Setiawan, Verda Nano, "The Glorious Period of Aceh-Arun LNG Plant Soon to Be Repeated", accessed via <https://www.cnbcindonesia.com/news/20220722101031-4-357664/masa-kejayaan-aceh--kilang-lng-arun-segera-terulang>, accessed on January 24, 2023.
- Simabura, Charles, "Special Joint Management of Oil and Gas in Aceh", accessed via <https://www.hukumonline.com/klinik/a/kekhususan-pengelolaan-bersama-minyak-dan-gas-bumi-di-aceh-lt5ff4476282014> on March 16, 2023.
- Wahyudi, N. A. (2023, January Friday). <https://ekonomi.bisnis.com>. Retrieved from <https://ekonomi.bisnis.com>: Andaman II Block Found, International Oil and Gas Company Returns to Indonesia", accessed via <https://ekonomi.bisnis.com/read/20220720/44/1557258/blok-andaman-ii-ditemukan-perusahaan-migas-internasional-balik-ke-indonesia>,

6. Website

- Rifki. (2019, Mei 22). Makar dan People Power dalam Perspektif Hukum Indonesia. Retrieved Mei 24, 2019, from AcehTrend: <https://www.acehtrend.com/2019/05/22/makar-dan-people-power-dalam-perspektif-hukum-indonesia/>