

Reformulation of the Legal Relationship in Corneal Donation Between Donors and the Indonesian Eye Bank Through a Bilateral Agreement

Nuril Hikam Efendi*

Roudlotut Tholibin College of Islamic Studies Probolinggo, Indonesia

**Corresponding Author's Email: nurilhikam1212@gmail.com*

Article	Abstract
How to cite: Nuril Hikam Efendi, 'Reformulation of the Legal Relationship in Corneal Donation Between Donors and the Indonesian Eye Bank Through a Bilateral Agreement' (2026) Vol. 7 No. 2 Rechtenstudent Journal, Sharia Faculty of KH Achmad Siddiq Jember State Islamic University. DOI: 10.35719/rch.v7i2 Article History: Submitted: 30/07/2026 Reviewed: 03/08/2026 Revised: 05/08/2026 Accepted: 07/08/2026 ISSN: 2723-0406 (printed) E-ISSN: 2775-5304 (online)	Corneal donation in Indonesia is currently carried out based on a written declaration as stipulated in Article 42 paragraph (1) letter (a) of Government Regulation Number 53 of 2021, which requires prospective donors to submit a written declaration expressing their voluntary willingness to donate their corneal tissue without receiving any compensation. This condition gives rise to legal issues because a written declaration constitutes a unilateral legal relationship, thereby creating an imbalance in the legal relationship between the parties. Such a written declaration fails to establish equality of legal standing between the donor and the Indonesian Eye Bank and does not regulate the respective legal responsibilities of each party. Accordingly, this study addresses two research problems. First, why has the legal relationship governing corneal donation based on a written declaration, as stipulated in Article 42 paragraph (1) letter (a) of Government Regulation Number 53 of 2021, failed to establish a balanced legal relationship between donors and the Indonesian Eye Bank? Second, how should the legal relationship governing corneal donation between donors and the Indonesian Eye Bank be reformulated through a bilateral agreement based on the Principle of Balance in Legal Relationships? This research employs a normative juridical method using statutory and conceptual approaches, with legal materials analyzed through a prescriptive method. The findings demonstrate that a legal relationship established solely through a written declaration creates a unilateral legal relationship that fails to satisfy the Principle of Balance in Legal Relationships because it is not founded upon mutual consent, does not regulate the parties' rights and obligations proportionately, and does not provide balanced legal protection. This study proposes a reformulation of the legal relationship governing corneal donation through a bilateral agreement that regulates mutual consent, rights and obligations, legal responsibilities, withdrawal of consent, and dispute resolution as legal instruments to ensure legal certainty, justice, and legal expediency for both donors and the Indonesian Eye Bank. Keywords: <i>donation, cornea, donor, indonesian eye bank.</i> Abstrak Pendonoran kornea mata di Indonesia saat ini dilaksanakan berdasarkan pernyataan tertulis sebagaimana diatur dalam Pasal 42 ayat (1) huruf a PP 53/2021 yang mensyaratkan calon pendonor membuat pernyataan tertulis mengenai kesediaan menyumbangkan jaringan kornea mata secara sukarela tanpa meminta imbalan. Kondisi tersebut menimbulkan permasalahan, Pernyataan tertulis merupakan hubungan hukum satu pihak, hal ini menimbulkan ketidak keseimbangan. Pernyataan tertulis belum membentuk keseimbangan kedudukan para pihak dan belum mengatur perihal tanggung jawab hukum masing-masing pihak. Adapun

	rumusan masalah yaitu pertama, mengapa konstruksi hubungan hukum pendonoran kornea mata yang didasarkan pada pernyataan tertulis sebagaimana diatur dalam Pasal 42 ayat (1) huruf a PP 53/2021 belum mampu mewujudkan keseimbangan hubungan hukum antara pendonor, kedua yaitu bagaimana reformulasi hubungan hukum pendonoran kornea mata antara pendonor dan Bank Mata Indonesia melalui perjanjian bilateral yang berbasis Prinsip Keseimbangan Hubungan Hukum. Penelitian ini menggunakan metode penelitian yuridis normatif dengan pendekatan perundang-undangan dan konseptual, yang dianalisis secara preskriptif. Hasil penelitian menunjukkan bahwa hubungan hukum yang dibangun melalui pernyataan tertulis hanya melahirkan hubungan hukum yang bersifat sepihak sehingga tidak memenuhi prinsip keseimbangan hubungan hukum karena tidak didasarkan pada kesepakatan para pihak, tidak mengatur hak dan kewajiban secara proporsional, serta tidak memberikan perlindungan hukum yang seimbang. Penelitian ini mereformulasikan hubungan hukum pendonoran kornea mata melalui perjanjian bilateral yang mengatur kesepakatan, hak dan kewajiban, tanggung jawab hukum, mekanisme pencabutan persetujuan, dan penyelesaian sengketa sebagai instrumen untuk mewujudkan kepastian hukum, keadilan, dan kemanfaatan bagi pendonor maupun Bank Mata Indonesia. Kata Kunci: <i>donor, kornea mata, pendonor, bank mata.</i>
--	---

Introduction

Corneal transplantation is a form of healthcare service that plays a crucial role in restoring vision for patients suffering from corneal damage caused by disease, trauma, or congenital abnormalities. The demand for corneal transplantation continues to increase as the number of patients with corneal disorders that can no longer be treated through conventional therapies continues to rise. In Indonesia, however, the need for corneal transplantation remains a significant challenge because the availability of donor corneal tissue is insufficient to meet healthcare demands.¹ The Coordinating Ministry for Human Development and Cultural Affairs of the Republic of Indonesia has reported that the national supply of donor corneas currently meets only approximately 50% of the overall demand, requiring Indonesia to rely on corneal tissue donations from abroad. This condition indicates that optimizing the corneal donation system requires not only adequate medical services but also a well-structured legal relationship capable of strengthening public trust and encouraging greater public participation in corneal donation.² Article 124 paragraph (1) of Law Number 17 of 2023 on Health (hereinafter referred to as the Health Law) provides that organ and/or tissue transplantation shall be carried out solely for the purposes of disease treatment, health restoration, and humanitarian interests. Furthermore, Article 124 paragraph (2) of the Health Law stipulates that transplantation is the medical procedure of transferring organs and/or body tissues from a donor to a recipient based on medical necessity. In addition, Article 124 paragraph (3) expressly prohibits all forms of commercialization of human organs and/or body tissues under any circumstances. These provisions demonstrate that the implementation

¹ Gusti Ngurah Bagus Prenama Wiguna and I. B. Gd. Surya Putra Pidada, "Analisis Hukum Transplantasi Kornea Di Indonesia," *Medika Alkhairaat: Jurnal Penelitian Kedokteran Dan Kesehatan* 6, no. 3 (2024): 776–83, <https://doi.org/10.31970/ma.v6i3.250>.

² Mangku Alam, "Perkuat Layanan Kornea, Menko PMK Inisiasi Sinergi Pemerintah Dengan Bank Mata Indonesia," Website Kemenko PMK, 2025, <https://www.kemenkopmk.go.id/perkuat-layanan-kornea-menko-pmk-inisiasi-sinergi-pemerintah-dengan-bank-mata-indonesia>.

of corneal tissue transplantation should not merely focus on the success of the medical procedure but must also uphold the principles of humanity, voluntariness, and legal protection for all parties involved in the donation and transplantation process.³

The implementation of corneal tissue transplantation requires an institutional framework capable of ensuring the availability of corneal tissue that is safe, of high quality, and compliant with applicable laws and regulations. Article 30 paragraph (1) of Government Regulation Number 53 of 2021 concerning Organ and Tissue Transplantation (hereinafter referred to as Government Regulation No. 53 of 2021) provides that an eye bank is an institution established to recruit donors, conduct donor screening, procure, process, preserve, and distribute ocular tissues for healthcare services on a non-profit basis. Furthermore, Article 31 paragraph (1) of Government Regulation No. 53 of 2021 stipulates that an eye bank is responsible for providing high-quality ocular tissues, including corneas, sclerae, and other ocular tissues, for transplantation services. Article 31 paragraph (2) further authorizes the eye bank to carry out donor recruitment, donor registration, medical screening, corneal tissue procurement, preservation, distribution, as well as record-keeping and documentation. This broad range of statutory responsibilities demonstrates that the Eye Bank of Indonesia performs not merely administrative functions but also serves as the central institution responsible for the organization of corneal tissue donation and transplantation. Its institutional position further indicates that the relationship between donors and the Eye Bank of Indonesia constitutes an integral component of the corneal tissue transplantation system and therefore requires a legal framework capable of ensuring legal certainty, balance, and legal protection for all parties involved.⁴

At present, the implementation of corneal tissue donation in Indonesia begins with the fulfillment of administrative requirements as prescribed by Article 42 paragraph (1) of Government Regulation No. 53 of 2021, which requires prospective donors to satisfy several administrative prerequisites before the donation process may proceed. Article 42 paragraph (1) letter (a) further requires prospective donors to execute a written declaration expressing their voluntary willingness to donate their ocular tissue without requesting any form of compensation. The explanatory provision indicates that the regulation recognizes the written declaration as the donor's formal expression of intent, serving as the principal administrative basis for the implementation of corneal tissue donation. This requirement is complemented by additional administrative obligations, including obtaining the consent of the donor's closest family members, demonstrating an understanding of the transplantation procedures and associated risks, and declaring a commitment not to engage in the commercial sale of ocular tissue, as provided under Article 42 paragraph (1) letters (b), (c), and (d) of Government Regulation No. 53 of 2021. The practice of corneal donation at the Eye Bank of Indonesia demonstrates that these statutory requirements are implemented through the use of a registration form or written declaration signed by the prospective donor as evidence of the voluntary intention to donate corneal tissue. The written declaration forms part of the mandatory administrative documentation submitted during donor registration and serves as

³ Ravfa Sefviar Maharani, "Analisis Kebijakan Hukum Terhadap Pengaturan Transplantasi Organ Di Indonesia," *Jurnal Ilmiah Multidisiplin Ilmu Nusantara* 1, no. 4 (2023): 65–71, <https://doi.org/https://doi.org/10.69714/22wc9g88>.

⁴ Bank Mata Indonesia, "Profil Bank Mata Indonesia," Website Bank Mata Indonesia, 2025, <https://bankmataindonesia.org/profil-organisasi/>.

the legal basis for the Eye Bank of Indonesia to record, maintain, and manage donor information in accordance with the applicable procedures. This practice demonstrates that the current legal relationship between prospective donors and the Eye Bank of Indonesia is established through a written declaration functioning as an administrative instrument that expresses the unilateral intention of the prospective donor prior to the implementation of the corneal tissue donation process.

The administrative requirement in the form of a written declaration, as stipulated in Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021, essentially constitutes an expression of intent originating from the prospective donor to declare his or her voluntary willingness to donate corneal tissue without requesting any form of compensation. The legal character of this written declaration demonstrates that the expression of intent is made solely by one party, namely the prospective donor, without being preceded by any mutual agreement with the other party involved in the donation process. Consequently, the current legal framework continues to regard the written declaration as an administrative instrument confirming the donor's willingness to donate, rather than as a legal instrument capable of establishing a legal relationship arising from the mutual assent of the parties.⁵ This unilateral characteristic ultimately confines the legal relationship governing corneal tissue donation to a one-sided declaration, despite the fact that the implementation of the donation process necessarily involves more than one legal subject. In practice, the legal relationship underlying corneal tissue donation extends beyond the donor, who expresses the intention to donate corneal tissue, to include the Eye Bank of Indonesia as the authorized institution responsible for receiving, verifying, managing, preserving, and distributing corneal tissue in accordance with the authority conferred by applicable laws and regulations.

The involvement of these two legal subjects demonstrates that the organization of corneal tissue donation inherently gives rise to a bilateral legal relationship, as each party performs interconnected roles, functions, and responsibilities in achieving the objective of corneal tissue transplantation. This circumstance reveals a discrepancy between the factual legal relationship, which involves two legal subjects, and the existing legal instrument, which, from a normative perspective, continues to be constructed solely through a written declaration originating from one party. As a result, the legal relationship between the donor and the Eye Bank of Indonesia has not yet been established in accordance with the principle of balance in legal relationships. The written declaration merely reflects the donor's intention to donate corneal tissue and does not embody a mutual agreement capable of creating reciprocal legal rights and obligations between the donor and the Eye Bank of Indonesia. Consequently, the existing legal relationship fails to regulate, in a proportionate manner, the respective rights and obligations of the parties, their legal responsibilities in the implementation of the donation process, the procedures governing the modification or withdrawal of the donor's consent prior to tissue procurement, and the mechanisms for resolving disputes that may arise during the implementation of corneal tissue donation.⁶ Accordingly, a legal relationship established

⁵ Tiara Maharani Enifa Putri, Laily Rahmina, and Shalsa Mutia, "Tranplantasi Organ Tubuh Manusia Dalam Perspektif Etika Kedokteran Dan Agama Islam," *Jurnal Religion: Jurnal Agama, Sosial, Dan Budaya* 1, no. 4 (2023): 1–11, <https://doi.org/https://doi.org/10.55606/religion.v1i4.541>.

⁶ Yusriadi Yusriadi and Zulhamdi Zulhamdi, "Transplantasi Organ Tubuh Menurut Perspektif Hukum Islam," *Syarah: Jurnal Hukum Islam & Ekonomi* 11, no. 2 (2022): 105–19, <https://doi.org/10.47766/syarah.v11i2.698>.

solely through a written declaration has not yet provided adequate legal certainty, legal protection, or an equitable legal position for either the donor or the Eye Bank of Indonesia, notwithstanding that both parties are equally involved in the organization and implementation of corneal tissue donation.

Article 37 paragraph (1) of Government Regulation No. 53 of 2021 provides that donors in corneal tissue transplantation are clinical or conventional deceased donors, while Article 37 paragraph (2) stipulates that corneal tissue may only be procured after the donor has been legally declared deceased. These provisions demonstrate that the legal relationship governing corneal tissue donation does not terminate when the prospective donor signs the written declaration. Rather, it continues from the moment the donor expresses his or her willingness during life until the procurement of corneal tissue following the donor's death. Accordingly, the legal relationship governing corneal tissue donation is continuous in nature because it encompasses a series of legal rights, obligations, and legal acts that unfold over a period of time.⁷ This continuing legal relationship, in practice, involves two legal subjects, namely the donor and the Eye Bank of Indonesia. Consequently, the legal relationship established through the corneal donation process is inherently bilateral rather than a legal relationship that is completed upon the donor's unilateral expression of intent. Nevertheless, this bilateral legal character has not been adequately accommodated by the written declaration required under Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021. The written declaration merely reflects the donor's intention to donate corneal tissue and does not embody a mutual agreement capable of establishing reciprocal legal rights and obligations between the donor and the Eye Bank of Indonesia. This circumstance reveals an inconsistency between the factual legal relationship, which is bilateral in nature, and the existing legal instrument, which remains normatively unilateral. As a consequence, the current legal framework does not provide a proportionate regulation of the respective rights and obligations of the parties, the legal responsibilities of the Eye Bank of Indonesia in carrying out the donor's intentions, the procedures governing the modification or withdrawal of the donor's consent while the donor is still alive, or the legal mechanisms governing the implementation of the donation following the donor's death. The absence of such regulatory provisions has the potential to undermine legal certainty, legal protection, and the balanced legal position of the parties involved in the organization and implementation of corneal tissue donation.⁸ Based on the foregoing background, this study is entitled "Reformulation of the Legal Relationship in Corneal Donation Between Donors and the Eye Bank of Indonesia Through a Bilateral Agreement."

Research Method

This study employs a normative juridical research method to examine the legal norms governing the legal relationship between donors and the Eye Bank of Indonesia in the context of corneal tissue donation and to formulate an ideal legal relationship model for the

⁷ Azhar Muhammad Shuhaib, "Tranplantasi Organ Tubuh Manusia Dari Seorang Yang Menderita Mati Otak Menurut Pandangan Hukum Islam," *Jurnal Al Qalan* 18, no. 1 (2024): 645–53, <https://doi.org/http://dx.doi.org/10.35931/aq.v18i1.3024>.

⁸ Yasarman Sofiana, Jamiatur Robekha, "Analisis Yuridis Akta Kesepakatan Dalam Transplantasi Ginjal Antara Calon Donor Dan Resipien (Tinjauan Dari Perspektif Hukum Indonesia)," *Jurnal Ilmiah Penegakan Hukum* 12, no. 1 (2025): 73–81, <https://doi.org/10.31289/jiph.v12i1.14717>.

organization of corneal tissue donation.⁹ The study is prescriptive in nature, as it not only analyzes the conformity of the existing legal framework but also proposes a reformulation of the legal relationship through a bilateral agreement based on the Principle of Balance in Legal Relationships.¹⁰ The research adopts both a statutory approach and a conceptual approach. The statutory approach is employed to examine the legal framework governing corneal tissue donation and transplantation, as regulated under Law Number 17 of 2023 on Health (Health Law) and Government Regulation No. 53 of 2021 concerning Organ and Tissue Transplantation. The conceptual approach is utilized to analyze the concepts of legal relationships, contract theory, the principle of balance, and the principle of legal protection as the theoretical foundation for developing a more balanced legal relationship model for corneal tissue donation. The legal materials used in this study consist of primary, secondary, and tertiary legal materials.

This study is significant because the legal relationship governing corneal tissue donation, which is currently based on a written declaration as prescribed by Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021, has not been capable of establishing a balanced legal relationship between donors and the Eye Bank of Indonesia. The existing legal framework merely reflects the donor's unilateral expression of intent, whereas the implementation of corneal tissue donation inherently involves a continuing legal relationship encompassing the reciprocal rights, obligations, and legal responsibilities of both the donor and the Eye Bank of Indonesia from the donor registration process through the implementation of corneal tissue transplantation. This condition has the potential to create legal uncertainty and fails to provide proportionate legal protection for the parties involved. Accordingly, this study aims to analyze the legal relationship governing corneal tissue donation based on the written declaration as stipulated in Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 and to formulate a reformulation of the legal relationship between donors and the Eye Bank of Indonesia through a bilateral agreement based on the Principle of Balance in Legal Relationships, with the objective of promoting legal certainty, justice, and legal utility in the administration of corneal tissue donation in Indonesia. These materials are analyzed qualitatively through legal interpretation and legal reasoning to formulate recommendations aimed at promoting legal certainty, justice, and legal utility in the organization and implementation of corneal tissue donation.¹¹

Results and Discussion

The Legal Relationship Governing Corneal Donation Based On The Written Declaration As Stipulated In Article 42 Paragraph (1) Letter (A) Of Government Regulation Number 53 Of 2021 Has Not Been Able To Establish A Balanced Legal Relationship Between Donors And The Indonesian Eye Bank

Government Regulation No. 53 of 2021 establishes the normative framework governing corneal tissue donation through a systematic regulatory scheme encompassing the stages of transplantation, the eligibility requirements for prospective donors, and the

⁹ Peter Mahmud Marzuki, *Penelitian Hukum*, ed. Suwito, Edisi Revi (Jakarta: Kencana, 2017).

¹⁰ Wiwik Sri Widiarty, *Buku Ajar Metode Penelitian Hukum*, ed. Muhammad Tajidun (Yogyakarta: Publika Global Media, 2024), <http://repository.uki.ac.id/14688/1/BukuAjarMetodePenelitianHukum.pdf>.

¹¹ H Muhaimin, *Metode Penelitian Hukum*, Pertama (Mataram-NTB: Mataran University Press, 2020).

fulfillment of administrative requirements. This framework demonstrates that the legal relationship underlying corneal tissue donation is conceived as an integral component of the corneal tissue transplantation system, requiring each stage of the donation process to be carried out in accordance with the applicable laws and regulations. Accordingly, the regulation provides the legal foundation for ensuring that corneal tissue donation is conducted in an orderly, safe, and humanitarian manner. Article 39 of Government Regulation No. 53 of 2021 provides that corneal tissue transplantation shall be carried out through three sequential stages: donor registration, preparation of ocular tissue from the donor, and transplantation surgery followed by postoperative management. This provision demonstrates that the corneal tissue donation process commences with donor registration, which serves as the initial stage through which an individual acquires the status of a prospective donor. The process subsequently proceeds through the remaining stages until the transplantation procedure is performed in accordance with the prescribed legal and medical requirements. Furthermore, Article 41 of Government Regulation No. 53 of 2021 stipulates that prospective donors must satisfy both administrative and medical requirements before they may be formally registered as donors. The administrative requirements are further specified in Article 42 paragraph (1), which requires prospective donors, among other things, to execute a written declaration expressing their voluntary willingness to donate corneal tissue without requesting any form of compensation, obtain the consent of their closest family members, demonstrate an understanding of the transplantation procedures and associated risks, and declare their commitment not to engage in the commercial sale of ocular tissue. This normative framework demonstrates that the written declaration is positioned as an administrative instrument serving as the legal basis for establishing the legal relationship between the prospective donor and the Eye Bank of Indonesia during the initial stage of the corneal tissue donation process. The legal status and function of this instrument therefore warrant further examination in order to determine its legal character in establishing the legal relationship between the parties.¹²

A legal relationship is fundamentally a relationship that arises because the law attaches legal consequences to particular acts or events, thereby creating legal positions for the parties involved. Such a relationship constitutes the basis for the emergence of legally enforceable rights and obligations and serves as an instrument for ensuring legal certainty, legal protection, and social order. The existence of a legal relationship is determined not only by the presence of legal subjects but also by the legal basis from which the relationship originates. A legal act constitutes one of the most common legal grounds for the creation of a legal relationship because it is performed intentionally to produce legal consequences desired by the party undertaking the act.¹³ In civil law doctrine, legal acts are generally classified into unilateral legal acts and bilateral legal acts. A unilateral legal act is a legal act that produces legal consequences solely on the basis of the intention of one party, without requiring a concurrence of intention with another party. A written declaration expressing a person's

¹² Hanna Wijaya Michelle Angelika S, Yohanes Firmansyah, Yana Sylvana, "Transplantasi Organ Tubuh Manusia Dalam Perspektif Hukum Positif Indonesia," *Jurnal Medika Hutama* 02, no. 02 (2021): 524–31, <https://doi.org/10.1101/cshperspect.a01>.

¹³ Yudi Yasmin Wijaya, "Konsep Hukum Kontrak Terapeutik Dan Hubungan Kontraktual Berbasis Gentlemen's Agreements," *Jurnal Hukum Ius Quia Iustum* 33, no. 1 (2026): 190–219, <https://doi.org/https://doi.org/10.20885/iustum.vol33.iss1.art9>.

willingness to undertake a legal act is, in principle, classified as a unilateral legal act because the declaration reflects only the intention of the person making it. Consequently, the legal effects arising from such a written declaration are founded exclusively upon the declarant's intention, and the resulting legal relationship is not established through a process of mutual agreement between the parties.

By contrast, a contract possesses a fundamentally different legal character because it arises from the mutual assent of two or more parties who intend to create legally binding consequences. This principle is reflected in Article 1313 of the Indonesian Civil Code, which defines a contract as an act whereby one or more persons bind themselves to one or more other persons. Furthermore, the validity of a contract is determined by the requirements set forth in Article 1320 of the Indonesian Civil Code, namely: (i) the mutual consent of the parties, (ii) legal capacity, (iii) a definite subject matter, and (iv) a lawful cause. These characteristics demonstrate that a contract does not merely express the intention of a single party but rather embodies a concurrence of intention that gives rise to reciprocal legal rights and obligations between the parties. The conceptual distinction between a written declaration and a contract therefore provides the analytical foundation for assessing whether the legal instrument currently employed in corneal tissue donation is consistent with the legal character of the relationship established between the donor and the Eye Bank of Indonesia.

The legal relationship in corneal tissue donation is determined not only by the existence of legal norms governing the donation procedure but also by the involvement of the legal subjects participating in the donation process. The donor acts as the legal subject who expresses the voluntary intention to donate corneal tissue, whereas the Eye Bank of Indonesia functions as the institution legally authorized to undertake donor recruitment, donor registration, donor screening, tissue procurement, preservation, and distribution in accordance with Article 31 of Government Regulation No. 53 of 2021. These respective legal positions demonstrate that the organization of corneal tissue donation inherently involves two legal subjects whose roles are interconnected within a single legal and administrative process. This legal relationship begins to take shape when a prospective donor registers as a donor, which constitutes the initial stage of corneal tissue transplantation under Article 39 of Government Regulation No. 53 of 2021. It subsequently continues through the fulfillment of the administrative and medical requirements prescribed by Article 41 of the same Regulation. The process does not end with the donor's declaration of willingness to donate. Rather, it continues through eligibility assessment, registration of the individual as a prospective donor, maintenance of donor records, and the implementation of other procedures falling within the statutory authority of the Eye Bank of Indonesia. This sequence of activities demonstrates that corneal tissue donation is not a legal act completed at a single point in time. Instead, it gives rise to a continuing legal relationship that extends from the donor registration process through the implementation of corneal tissue transplantation in accordance with the applicable laws and regulations.¹⁴

The nature of this legal relationship becomes even more evident when examined in light of Article 37 of Government Regulation No. 53 of 2021, which provides that donors in corneal tissue transplantation are clinical or conventional deceased donors, whose tissues may

¹⁴ Taufik Aziz, Efrila Efrila, and Tri Agus Suswantoro, "Analisis Yuridis Transplantasi Organ Ditinjau Dari Perspektif Undang-Undang No 17 Tahun 2023 Tentang Kesehatan," *SENTRI: Jurnal Riset Ilmiah* 4, no. 8 (2025): 1322–28, <https://doi.org/10.55681/sentri.v4i8.4382>.

be procured only after they have been declared deceased in accordance with the medical standards prescribed by applicable laws and regulations. This provision demonstrates that the legal relationship between the donor and the Eye Bank of Indonesia continues to produce legal consequences even after the donor's death. The Eye Bank of Indonesia remains legally obligated to carry out all procedures prescribed by the applicable regulatory framework, while the donor's legally expressed intention, declared during his or her lifetime, continues to constitute the legal basis for the implementation of the donation, provided that all statutory requirements have been satisfied.¹⁵ This legal characteristic demonstrates that the legal relationship governing corneal tissue donation constitutes a continuing legal relationship, as its legal consequences do not cease upon the execution of the donor's written declaration but continue until the procurement and subsequent utilization of the donated corneal tissue have been completed. Moreover, the involvement of the donor and the Eye Bank of Indonesia as two legal subjects whose legal acts remain interconnected throughout the donation process indicates that the legal relationship is, in substance, bilateral in nature. Its bilateral character arises not merely because two parties are involved but because each party performs legally interconnected functions directed toward achieving the objectives of corneal tissue transplantation as established under the applicable laws and regulations. This legal character therefore provides the analytical basis for assessing whether the legal instrument prescribed by Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 adequately reflects the true nature of the legal relationship established between the donor and the Eye Bank of Indonesia.¹⁶

The legal character of corneal tissue donation, which involves both the donor and the Eye Bank of Indonesia as two legal subjects, demonstrates that the legal instrument governing their relationship should accurately and proportionately reflect the nature of that legal relationship. The legal relationship is established upon donor registration, continues through the fulfillment of the prescribed administrative and medical requirements, and remains legally effective until the procurement of corneal tissue following the donor's death. This sequence of events demonstrates the existence of a continuing legal relationship that places the donor and the Eye Bank of Indonesia within an interconnected legal framework, in which each party performs an indispensable legal role in the organization and implementation of corneal tissue donation. However, Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 provides that the administrative requirement for prospective donors is fulfilled through a written declaration expressing the donor's voluntary willingness to donate corneal tissue without requesting any form of compensation. This normative construction demonstrates that the legal relationship is founded upon an instrument that embodies only the donor's expression of legal intent. The Eye Bank of Indonesia is not positioned as a party that simultaneously gives its consent or undertakes corresponding legal obligations within the same legal instrument. This circumstance reveals a discrepancy between the legal instrument prescribed by the existing regulatory framework and the substantive nature of the legal

¹⁵ Ratu Norine Indriati and Utari Dewi Fatimah, "Aspek Hukum Alih Organ Tubuh Secara Sukarela Dengan Pemberian Uang Penghargaan Dalam Perspektif Undang-Undang Pemberantasan Tindak Pidana Perdagangan Orang," *Audi Et AP: Jurnal Penelitian Hukum* 5, no. 01 (2026): 12–18, <https://doi.org/10.24967/jaeap.v5i01.4482>.

¹⁶ Mustafid, "Legalitas Donor Mata Dalam Islam: Perspektif Hukum Kesehatan Dan Hukum Islam," *Jurnal Fakta Hukum (JFH)* 2, no. 2 (2023): 129–44, [https://doi.org/10.58819/jurnalfaktahukum\(jfh\).v2i2.100](https://doi.org/10.58819/jurnalfaktahukum(jfh).v2i2.100).

relationship governing corneal tissue donation, which inherently involves two legal subjects whose rights, obligations, and legal responsibilities are mutually interconnected.¹⁷

This discrepancy does not concern the objectives of corneal tissue donation, which remain firmly grounded in the principles of voluntariness and humanity. Rather, it concerns the legal framework employed to establish and govern the legal relationship between the parties. The written declaration merely serves as the donor's manifestation of intent to donate corneal tissue, whereas the legal relationship that develops in practice encompasses a series of legal acts undertaken by the Eye Bank of Indonesia, including donor registration, verification of statutory requirements, maintenance of donor records, management of donor information, and the procurement and distribution of corneal tissue in accordance with the applicable laws and regulations. The nature of this legal relationship demonstrates that the implementation of corneal tissue donation depends not only on the donor's unilateral expression of intent but also on the exercise of the statutory powers and legal responsibilities of the Eye Bank of Indonesia as the institution authorized by the State to administer eye bank services. Accordingly, the legal relationship is sustained through the continuous interaction of both legal subjects rather than by the donor's declaration alone. Furthermore, a legal relationship constructed solely on the basis of a written declaration does not adequately reflect the Principle of Balance in Legal Relationships, as the instrument is not established through the mutual assent of the parties. Mutual assent constitutes an essential element in the formation of a legal relationship that recognizes each party as an equal legal subject. In the absence of such mutual assent, the legal relationship primarily emphasizes the donor's intention as the source of legal consequences, while the legal commitment of the Eye Bank of Indonesia to discharge its statutory powers and responsibilities is not expressly embodied in the same legal instrument. Consequently, the existing legal relationship does not fully reflect an equitable legal position between the donor, who contributes the corneal tissue, and the Eye Bank of Indonesia, which is legally responsible for receiving, managing, preserving, and distributing the donated tissue.

The legal implications of this normative framework are reflected in the absence of a reciprocal legal arrangement governing the relationship between the parties. The written declaration neither specifies the rights to which the donor is entitled nor the obligations that must be assumed by the Eye Bank of Indonesia throughout the corneal tissue donation process. Likewise, the instrument does not regulate the scope of each party's legal responsibility in the event of issues arising during the implementation of the donation, the procedures for modifying or withdrawing the donor's consent prior to the donor's death, or the mechanisms for resolving disputes relating to the implementation of the donor's expressed intention. This regulatory gap demonstrates that a legal relationship established solely through a written declaration is incapable of providing comprehensive legal certainty because a legal relationship that is inherently bilateral continues to be governed by a legal instrument that, conceptually, represents only the intention of one party. Accordingly, the principal deficiency in Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 does not lie in its adoption of the principle of voluntariness as the foundation of corneal tissue donation. Rather, it lies in the inconsistency between the legal instrument prescribed by the

¹⁷ Evanadya Izza Nurrahmah and Yovita Arie Mangesti, "Pengaturan Transplantasi Organ Yang Berkeadilan: Upaya Pencegahan Komersialisasi Organ Tubuh Manusia," *Justness: Jurnal Hukum Politik Dan Agama* 5, no. 2 (2025): 1–10, <https://doi.org/10.61974/justness.v5i2.106>.

regulation and the actual legal character of the relationship existing between the donor and the Eye Bank of Indonesia. This inconsistency prevents the existing legal framework governing corneal tissue donation from fully realizing the Principle of Balance in Legal Relationships. Consequently, a more appropriate legal instrument is required—one that accurately reflects the legal character of the relationship between the parties and provides a sound legal foundation for ensuring legal certainty, legal protection, and justice in the organization and implementation of corneal tissue donation.¹⁸

The Reformulation Of The Legal Relationship Governing Corneal Donation Between Donors And The Indonesian Eye Bank Through A Bilateral Agreement Based On The Principle Of Balance In Legal Relationships

The legal relationship governing corneal tissue donation cannot be understood as a legal act that is completed once a prospective donor expresses his or her willingness to donate corneal tissue. Rather, it develops through a series of interconnected stages, beginning with donor registration, verification of statutory requirements, maintenance of donor records, fulfillment of family consent in accordance with the applicable laws and regulations, and continuing through the procurement and distribution of corneal tissue for transplantation purposes. This process demonstrates that the legal relationship governing corneal tissue donation is continuous in nature and is founded upon the cooperation between the donor and the Eye Bank of Indonesia in pursuing humanitarian objectives. Ian R. Macneil, through his Relational Contract Theory, argues that not all legal relationships can be understood as discrete transactions. Certain legal relationships are instead established through continuous interaction, sustained by mutual trust, cooperation, and the parties' commitment to achieving shared objectives. Within a relational legal relationship, each party is not merely an independent bearer of its own intention but a legal subject whose role is interdependent with that of the other party in carrying out mutually recognized functions. Such a relationship therefore requires a legal instrument capable of accommodating the parties' continuing legal commitment so that the legal relationship reflects not only a unilateral expression of intent but also their mutual commitment to the objectives they seek to achieve.¹⁹ The legal relationship governing corneal tissue donation closely corresponds to this theoretical framework because both the donor and the Eye Bank of Indonesia perform complementary roles within a continuous and integrated process. Accordingly, the reformulation of the legal relationship through a bilateral agreement is important not merely to replace the existing legal instrument but to establish a legal framework that accurately reflects the relational nature of the relationship between the parties. Such reformulation provides the philosophical foundation for developing a legal relationship that is more consistent with the continuing character of corneal tissue donation and its humanitarian objectives.

¹⁸ Thomas Mulyanto Kurniawan, Singgih Purnomo, and Linna Fonny, "Aspek Hukum Dalam Transplantasi Organ : Antara Etika," *Proceedings Law, Accounting, Business, Economics and Language* 2, no. 1 (2025): 161–70, <https://doi.org/https://ojs.uadb.ac.id/label/article/view/5075>.

¹⁹ David Hughes, "Can't Contracting Be Relational? Comment on 'Alignment in the Hospital-Physician Relationship: A Qualitative Multiple Case Study of Medical Specialist Enterprises in the Netherlands,'" *International Journal of Health Policy and Management* 12, no. 1 (2024): 8651, <https://doi.org/10.34172/ijhpm.8651>.

A relational legal relationship requires a legal instrument that not only establishes the parties' agreement but also safeguards their respective legal interests throughout the duration of the relationship.²⁰ Such protection is particularly important in the context of corneal tissue donation because the process involves not only the donor's voluntary intention but also the statutory authority of the Eye Bank of Indonesia to carry out donor recruitment, verification, maintenance of donor records, tissue procurement, and the distribution of corneal tissue in accordance with the applicable laws and regulations. The nature of this legal relationship therefore necessitates a legal mechanism capable of clearly defining the rights, obligations, and legal responsibilities of the parties from the moment the legal relationship is established. According to Philipus M. Hadjon, legal protection constitutes a mechanism for safeguarding the rights of legal subjects through both preventive and repressive forms of protection. Preventive legal protection is afforded before a legal violation occurs by providing legal instruments that guide the conduct of the parties in accordance with the law. Repressive legal protection, by contrast, is provided after a dispute has arisen through dispute resolution mechanisms designed to restore the rights of the parties. This theory demonstrates that legal protection is not limited to the resolution of disputes but also encompasses the establishment of legal instruments capable of preventing legal uncertainty from the outset of a legal relationship. The principle of legal protection is therefore highly relevant to the proposed reformulation of the legal relationship governing corneal tissue donation. A legal relationship founded solely upon a unilateral declaration does not provide an adequate framework for ensuring reciprocal legal protection because it does not embody a mutual agreement concerning the parties' rights, obligations, legal responsibilities, or the mechanisms for resolving disputes that may arise during the implementation of the donation process.²¹ A bilateral agreement constitutes a more appropriate legal instrument because it is capable of integrating all aspects of legal protection into a single legal relationship mutually agreed upon by the donor and the Eye Bank of Indonesia. The purpose of such an agreement is not to diminish the principle of voluntariness that underlies corneal tissue donation, but rather to ensure that the humanitarian principles forming the foundation of the donation process are implemented through a legal relationship that provides balanced legal protection for each party. This foundation subsequently serves as the basis for formulating an ideal model of a bilateral agreement as the legal instrument governing the legal relationship in corneal tissue donation.

The reformulation of the legal relationship governing corneal tissue donation requires reinforcement at the normative level to ensure that the proposed change in the legal instrument does not remain merely an academic concept but acquires legitimacy within the Indonesian positive legal system. This necessity arises from the fact that the legal relationship between the donor and the Eye Bank of Indonesia has been shown to possess both relational and continuing characteristics. Accordingly, the legal instrument underlying that relationship must be capable of proportionately reflecting the legal commitment of both parties. The

²⁰ Henny Saida Flora, "Perlindungan Hak Pasien Sebagai Konsumen Dalam Pelayanan Kesehatan Dari Perspektif Undang-Undang Perlindungan Konsumen," *Jurnal Fiat Iustitia* 3, no. 2 (2023): 154–64, <https://doi.org/https://doi.org/10.54367/fiat.v3i2.2531>.

²¹ Fakhruddin Razy Ade Irwanto, "Pertanggungjawaban Hukum Dokter Program Internsip Dalam Pelayanan Kesehatan Terhadap Pasien," *Jurnal Audito Comparative* 2, no. 2 (2021): 57–65, <https://doi.org/https://doi.org/10.22219/acj.v2i2.16501>.

establishment of a bilateral agreement cannot be achieved solely through the administrative policies of the Eye Bank of Indonesia; rather, it must be expressly recognized within Government Regulation No. 53 of 2021 as the implementing regulation of the Health Law. Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 currently provides that a prospective donor must satisfy the administrative requirement by "executing a written declaration expressing the donor's voluntary willingness to donate ocular tissue without requesting any form of compensation." This provision appropriately affirms the principles of voluntariness and the prohibition of financial compensation as the ethical foundations of corneal tissue transplantation. Nevertheless, the provision continues to treat the written declaration as the sole legal instrument through which the legal relationship between the donor and the Eye Bank of Indonesia is established. Consequently, the resulting legal relationship remains centered exclusively on the donor's expression of intent and is not accompanied by a mutually binding agreement governing the implementation of corneal tissue donation.²²

A normative reformulation is therefore required without altering the fundamental principles established under Government Regulation No. 53 of 2021. The principles of voluntariness, humanitarian purpose, and the prohibition of the commercialization of corneal tissue should remain the essential foundations of the transplantation system. Instead, the proposed reform should focus on the legal instrument through which the legal relationship between the donor and the Eye Bank of Indonesia is established. On this basis, the phrase "executing a written declaration" in Article 42 paragraph (1) letter (a) should be reformulated to read: "entering into a bilateral agreement between the Donor and the Eye Bank of Indonesia concerning the voluntary donation of corneal tissue without requesting any form of compensation, in accordance with the applicable laws and regulations." This reformulation preserves the fundamental values embodied in the existing regulation while replacing the mechanism through which the legal relationship is established so that it more accurately reflects the bilateral character of the legal relationship between the parties.²³ The proposed amendment provides normative legitimacy for the establishment of a bilateral agreement as the legal foundation for the creation of the legal relationship between the donor and the Eye Bank of Indonesia. Consequently, the legal relationship would no longer be based solely on the donor's unilateral expression of intent but would instead arise from the mutual agreement of the parties, thereby creating reciprocal legal rights and obligations. The bilateral agreement would also serve as the legal instrument linking the normative legal framework with the practical implementation of corneal tissue donation, ensuring that every stage of the donation process is carried out on the basis of a legal relationship supported by a clear normative foundation. Furthermore, the proposed reformulation of Article 42 paragraph (1) letter (a) provides the legal basis for developing the substantive provisions of the bilateral agreement

²² Raden Gunawan Effendi et al., "Kedudukan Peraturan Menteri Kesehatan Nomor 38 Tahun 2016 Tentang Penyelenggaraan Transplantasi Organ Dengan Disahkannya Undang-Undang Nomor 17 Tahun 2023 Tentang Kesehatan," *Journal Kompilasi Hukum* 10, no. 1 (2025): 129–46, <https://doi.org/10.29303/jkh.v10i1.228>.

²³ Chatrina Aprilia, "Implementasi Tindak Pidana Jual Beli Organ Ditinjau Dari Frasa Kompensasi Donor Yang Diperbolehkan Menurut Sistem Hukum Di Indonesia," *Unes Law Review* 6, no. 2 (2023): 6990–99, <https://review-unes.com/https://creativecommons.org/licenses/by/4.0/>.

governing the parties' rights and obligations, their respective legal responsibilities, and the legal protection mechanisms applicable to both the donor and the Eye Bank of Indonesia.

Table 1.
Concept of Norm Reformulation

Current Wording of Article 42, Paragraph (1), Letter a	Proposed formulation of Article 42 Paragraph (1) Letter a
"making a written statement regarding the Donor's willingness to voluntarily donate their eye tissue without seeking compensation."	"establishing a bilateral agreement between the donor and the Indonesian Eye Bank regarding the voluntary donation of corneal tissue without seeking compensation, in accordance with the provisions of applicable laws and regulations."

The proposed reformulation of Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 must be accompanied by the development of the substantive provisions of a bilateral agreement capable of realizing the Principle of Balance in Legal Relationships between the donor and the Eye Bank of Indonesia. Such an agreement should not merely record the donor's declaration of willingness to donate but should instead function as a comprehensive legal instrument governing the entirety of the legal relationship between the parties in a fair and proportionate manner. The Principle of Balance in Legal Relationships requires that both the donor and the Eye Bank of Indonesia be recognized as legal subjects possessing reciprocal rights, obligations, and legal responsibilities throughout every stage of the corneal tissue donation process.²⁴

At a minimum, the bilateral agreement should contain the parties' mutual agreement concerning the voluntary donation of corneal tissue without any form of financial compensation, in accordance with the applicable laws and regulations. This mutual agreement should be complemented by provisions governing the respective rights and obligations of the parties in a proportionate manner. The donor should be entitled to receive comprehensive information regarding the donation procedures, protection of personal data, and respect for the donor's expressed intentions in accordance with the law. Conversely, the Eye Bank of Indonesia should be entitled to obtain accurate and complete information from the donor to ensure the eligibility and integrity of the donation process. The donor should be obligated to provide accurate information and satisfy all applicable administrative and medical requirements, while the Eye Bank of Indonesia should be obligated to conduct every stage of the donation process in accordance with professional standards, humanitarian principles, and the applicable laws and regulations. The bilateral agreement should further regulate the respective legal responsibilities of the parties, the procedures governing the withdrawal of the donor's consent where such withdrawal remains legally permissible under the relevant stage of the donation process and the applicable legal framework, and dispute resolution

²⁴ Iqbal Faris, Anas Wicaksono, and Nabilatus Salamah, "Transplantasi Dan Donor Organ Dalam Telaah Pembahasan Fiqih Kontemporer," *Jurnal Maliki Interdisciplinary* 4, no. 1 (2026): 1263–69, <https://www.nusantarahasanajournal.com/index.php/nhj/article/view/257>.

mechanisms that prioritize deliberation and mutual consensus before resorting to other legal remedies. These provisions establish a legal relationship that is no longer founded solely upon the donor's unilateral expression of intent but instead upon a mutually agreed legal framework that provides balanced legal protection for both parties. Accordingly, such a bilateral agreement constitutes the practical implementation of the proposed reformulation of Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 while simultaneously promoting legal certainty, justice, and legal utility for both the donor and the Eye Bank of Indonesia.

The reformulation of the legal relationship governing corneal tissue donation through a bilateral agreement has significant implications for strengthening the legal framework governing tissue transplantation in Indonesia. A legal relationship established on the basis of the parties' mutual agreement is capable of enhancing legal certainty because every stage of the donation process is supported by a clear legal foundation, beginning with the registration of the prospective donor and continuing through the implementation of corneal tissue transplantation.²⁵ A bilateral agreement provides legal certainty regarding the legal status of both the donor and the Eye Bank of Indonesia, the scope of their respective rights and obligations, the legal responsibilities to be fulfilled by each party, and the mechanisms for resolving disputes or other issues that may arise during the implementation of the donation process. Such certainty also reduces the potential for divergent interpretations that may result from the current reliance on a written declaration, which is limited to expressing the donor's unilateral intention. Moreover, the proposed reformulation promotes the value of justice by establishing a legal relationship that places the donor and the Eye Bank of Indonesia in balanced legal positions. This balanced position is not intended to diminish the principle of voluntariness that underlies corneal tissue donation; rather, it is intended to ensure that each party receives legal protection proportionate to its respective functions and legal responsibilities. Under this framework, the donor is guaranteed respect for his or her expressed intentions, the right to receive comprehensive information, and legal protection ensuring that the donation process is carried out in accordance with the applicable legal provisions.²⁶ The Eye Bank of Indonesia, in turn, gains legal certainty regarding the legal basis for performing its institutional functions while assuming corresponding legal responsibilities to carry out every stage of the donation process in a professional, accountable, and legally compliant manner in accordance with applicable healthcare standards. Such a legal relationship reflects the Principle of Balance in Legal Relationships, whereby the rights enjoyed by each party are accompanied by proportionate legal obligations and responsibilities.

Furthermore, the reformulation of the legal relationship through a bilateral agreement offers broader benefits for the overall administration of corneal tissue transplantation. A legal relationship that is clear, balanced, and mutually agreed upon has the potential to enhance public confidence in the corneal tissue donation system because every stage of the donation

²⁵ Depira Elza Nada and Irna Nursanti, "Hubungan Hukum Dan Keadilan Di Tinjau Dari Filsafat Hukum," *Nusantara Hasana Journal* 1, no. 11 (2022): 22–32, <http://nusantarahasanajournal.com/index.php/nhj/article/view/279>.

²⁶ Zhafira Fira and S.Syamsurizal, "Meta Analisis Transplantasi Organ: Tinjauan Perspektif Islam, Hukum Positif Dan Etika Kedokteran," *Jurnal Sains Dan Kesehatan Darussalam* 3, no. 2 (2023): 57–64, <https://doi.org/10.56690/jskd.v3i2.109>.

process is conducted on the basis of transparency, mutual agreement, and adequate legal protection. Increased public confidence is expected to encourage greater public participation as prospective donors while strengthening the institutional role of the Eye Bank of Indonesia in ensuring the availability of corneal tissue for transplantation services. Ultimately, the proposed reformulation not only improves the legal framework governing the relationship between donors and the Eye Bank of Indonesia but also represents a significant legal reform that strengthens legal certainty, promotes justice, and enhances the legal utility of corneal tissue transplantation as a healthcare service founded upon humanitarian principles.

Conclusion

The legal framework governing corneal tissue donation, which is currently based on a written declaration as prescribed by Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021, has not been capable of establishing a balanced legal relationship between the donor and the Eye Bank of Indonesia. The written declaration merely represents the donor's unilateral expression of intent, whereas the actual implementation of corneal tissue donation involves a continuing legal relationship between the donor and the Eye Bank of Indonesia from the donor registration stage through the implementation of corneal tissue transplantation. Consequently, the existing legal relationship is not established through the mutual assent of the parties and does not regulate their respective rights, obligations, and legal responsibilities in a fair and proportionate manner. This demonstrates that the written declaration is inconsistent with the substantive bilateral character of the legal relationship governing corneal tissue donation.

The legal relationship governing corneal tissue donation between the donor and the Eye Bank of Indonesia should therefore be reformulated through a bilateral agreement founded upon the Principle of Balance in Legal Relationships. Such reformulation should begin with an amendment to Article 42 paragraph (1) letter (a) of Government Regulation No. 53 of 2021 by replacing the written declaration with a bilateral agreement as the legal basis for establishing the parties' legal relationship. The bilateral agreement should comprehensively regulate the parties' mutual agreement, their respective rights and obligations, legal responsibilities, mechanisms for legal protection, and dispute resolution procedures in a fair and proportionate manner. This legal framework is capable of establishing a more balanced legal relationship, enhancing legal certainty, ensuring justice, and promoting the legal utility of corneal tissue donation in accordance with humanitarian principles and the objectives of Indonesia's tissue transplantation system.

Bibliography

Book

Marzuki, Peter Mahmud. *Penelitian Hukum*. Edited by Suwito. Edisi Revi. Jakarta: Kencana, 2017.

Muhaimin, H. *Metode Penelitian Hukum*. Pertama. Mataram-NTB: Mataran University Press, 2020.

Journal

Ade Irwanto, Fakhruddin Razy. "Pertanggungjawaban Hukum Dokter Program Internsip Dalam Pelayanan Kesehatan Terhadap Pasien." *Jurnal Audito Comparative* 2, no. 2 (2021): 57–65. <https://doi.org/https://doi.org/10.22219/acj.v2i2.16501>.

- Alam, Mangku. "Perkuat Layanan Kornea, Menko PMK Inisiasi Sinergi Pemerintah Dengan Bank Mata Indonesia." Website Kemenko PMK, 2025. <https://www.kemenkopmk.go.id/perkuat-layanan-kornea-menko-pmk-inisiasi-sinergi-pemerintah-dengan-bank-mata-indonesia>.
- Aziz, Taufik, Efrila Efrila, and Tri Agus Suswantoro. "Analisis Yuridis Transplantasi Organ Ditinjau Dari Perspektif Undang-Undang No 17 Tahun 2023 Tentang Kesehatan." *SENTRI: Jurnal Riset Ilmiah* 4, no. 8 (2025): 1322–28. <https://doi.org/10.55681/sentri.v4i8.4382>.
- Chatrina Aprilia. "Implementasi Tindak Pidana Jual Beli Organ Ditinjau Dari Frasa Kompensasi Donor Yang Diperbolehkan Menurut Sistem Hukum Di Indonesia." *Unes Law Review* 6, no. 2 (2023): 6990–99. <https://review-unes.com/https://creativecommons.org/licenses/by/4.0/>.
- Effendi, Raden Gunawan, Sri Karyati, Sukarno Sukarno, and Hafizatululum Ulum. "Kedudukan Peraturan Menteri Kesehatan Nomor 38 Tahun 2016 Tentang Penyelenggaraan Transplantasi Organ Dengan Disahkannya Undang-Undang Nomor 17 Tahun 2023 Tentang Kesehatan." *Journal Kompilasi Hukum* 10, no. 1 (2025): 129–46. <https://doi.org/10.29303/jkh.v10i1.228>.
- Evanadya Izza Nurrahmah, and Yovita Arie Mangesti. "Pengaturan Transplantasi Organ Yang Berkeadilan : Upaya Pencegahan Komersialisasi Organ Tubuh Manusia." *Justness : Jurnal Hukum Politik Dan Agama* 5, no. 2 (2025): 1–10. <https://doi.org/10.61974/justness.v5i2.106>.
- Faris, Iqbal, Anas Wicaksono, and Nabilatus Salamah. "Transplantasi Dan Donor Organ Dalam Telaah Pembahasan Fiqih Kontemporer." *Jurnal Maliki Interdisciplinary* 4, no. 1 (2026): 1263–69. <https://www.nusantarahasanaajournal.com/index.php/nhj/article/view/257>.
- Fira, Zhafira, and S.Syamsurizal. "Meta Analisis Transplantasi Organ: Tinjauan Perspektif Islam, Hukum Positif Dan Etika Kedokteran." *Jurnal Sains Dan Kesehatan Darussalam* 3, no. 2 (2023): 57–64. <https://doi.org/10.56690/jskd.v3i2.109>.
- Flora, Henny Saida. "Perlindungan Hak Pasien Sebagai Konsumen Dalam Pelayanan Kesehatan Dari Perspektif Undang-Undang Perlindungan Konsumen." *Jurnal Fiat Iustitia* 3, no. 2 (2023): 154–64. <https://doi.org/https://doi.org/10.54367/fiat.v3i2.2531>.
- Hughes, David. "Can't Contracting Be Relational? Comment on 'Alignment in the Hospital-Physician Relationship: A Qualitative Multiple Case Study of Medical Specialist Enterprises in the Netherlands.'" *International Journal of Health Policy and Management* 12, no. 1 (2024): 8651. <https://doi.org/10.34172/ijhpm.8651>.
- Indriati, Ratu Norine, and Utari Dewi Fatimah. "Aspek Hukum Alih Organ Tubuh Secara Sukarela Dengan Pemberian Uang Penghargaan Dalam Perspektif Undang-Undang Pemberantasan Tindak Pidana Perdagangan Orang." *Audi Et AP : Jurnal Penelitian Hukum* 5, no. 01 (2026): 12–18. <https://doi.org/10.24967/jaeap.v5i01.4482>.
- Kurniawan, Thomas Mulyanto, Singgih Purnomo, and Linna Fonny. "Aspek Hukum Dalam Transplantasi Organ : Antara Etika." *Proceedings Law, Accounting, Business, Economics and Language* 2, no. 1 (2025): 161–70. <https://doi.org/https://ojs.udb.ac.id/label/article/view/5075>.
- Maharani, Ravfa Sefviar. "Analisis Kebijakan Hukum Terhadap Pengaturan Transplantasi Organ Di Indonesia." *Jurnal Ilmiah Multidisiplin Ilmu Nusantara* 1, no. 4 (2023): 65–71. <https://doi.org/https://doi.org/10.69714/22wc9g88>.

- Michelle Angelika S, Yohanes Firmansyah, Yana Sylvana, Hanna Wijaya. "Transplantasi Organ Tubuh Manusia Dalam Perspektif Hukum Positif Indonesia." *Jurnal Medika Hutama* 02, no. 02 (2021): 524–31. <https://doi.org/10.1101/cshperspect.a01>.
- Mustafid. "Legalitas Donor Mata Dalam Islam: Perspektif Hukum Kesehatan Dan Hukum Islam." *Jurnal Fakta Hukum (JFH)* 2, no. 2 (2023): 129–44. [https://doi.org/10.58819/jurnalfaktahukum\(jfh\).v2i2.100](https://doi.org/10.58819/jurnalfaktahukum(jfh).v2i2.100).
- Nada, Depira Elza, and Irna Nursanti. "Hubungan Hukum Dan Keadilan Di Tinjau Dari Filsafat Hukum." *Nusantara Hasana Journal* 1, no. 11 (2022): 22–32. <http://nusantarahasanajournal.com/index.php/nhj/article/view/279>.
- Prenama Wiguna, Gusti Ngurah Bagus, and I. B. Gd. Surya Putra Pidada. "Analisis Hukum Transplantasi Kornea Di Indonesia." *Medika Alkhairaat: Jurnal Penelitian Kedokteran Dan Kesehatan* 6, no. 3 (2024): 776–83. <https://doi.org/10.31970/ma.v6i3.250>.
- Shuhaib, Azhar Muhammad. "Tranplantasi Organ Tubuh Manusia Dari Seorang Yang Menderita Mati Otak Menurut Pandangan Hukum Islam." *Jurnal Al Qalan* 18, no. 1 (2024): 645–53. <https://doi.org/http://dx.doi.org/10.35931/aq.v18i1.3024>.
- Sofiana, Jamiatur Robekha, Yasarman. "Analisis Yuridis Akta Kesepakatan Dalam Transplantasi Ginjal Antara Calon Donor Dan Resipien (Tinjauan Dari Perspektif Hukum Indonesia)." *Jurnal Ilmiah Penegakan Hukum* 12, no. 1 (2025): 73–81. <https://doi.org/10.31289/jiph.v12i1.14717>.
- Tiara Maharani Enifa Putri, Laily Rahmina, and Shalsa Mutia. "Tranplantasi Organ Tubuh Manusia Dalam Perspektif Etika Kedokteran Dan Agama Islam." *Jurnal Religion: Jurnal Agama, Sosial, Dan Budaya* 1, no. 4 (2023): 1–11. <https://doi.org/https://doi.org/10.55606/religion.v1i4.541>.
- Widiarty, Wiwik Sri. *Buku Ajar Metode Penelitian Hukum*. Edited by Muhammad Tajidun. Yogyakarta: Publika Global Media, 2024. <http://repository.uki.ac.id/14688/1/BukuAjarMetodePenelitianHukum.pdf>.
- Wijaya, Yudi Yasmin. "Konsep Hukum Kontrak Terapeutik Dan Hubungan Kontraktual Berbasis Gentlemen's Agreements." *Jurnal Hukum Ius Quia Iustum* 33, no. 1 (2026): 190–219. <https://doi.org/https://doi.org/10.20885/iustum.vol33.iss1.art9>.
- Yusriadi, Yusriadi, and Zulhamdi Zulhamdi. "Transplantasi Organ Tubuh Menurut Perspektif Hukum Islam." *Syarah: Jurnal Hukum Islam & Ekonomi* 11, no. 2 (2022): 105–19. <https://doi.org/10.47766/syarah.v11i2.698>.
- Internet**
- Indonesia, Bank Mata. "Profil Bank Mata Indonesia." Website Bank Mata Indonesia, 2025. <https://bankmataindonesia.org/profil-organisasi/>.