

ANALYSIS OF "PIECE RATE PAYMENT" SCHEME TO "REMOTE INTERNSHIP" PARTICIPANTS BASED ON LABOR LAW

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ABSTRACT

This research aims to determine the existence of a piece rate payment scheme that has an impact on the non-receipt of pocket money rights for remote internship participants, which should be obtained based on Indonesian Labor Law. This legal research is conducted with a doctrinal type research method that presents a systematic explanation of regulations, synchronization between laws and regulations and policy analysis in a prescriptive analytical manner to provide coherence truth. The results show that the Piece Rate Payment scheme has the potential to deprive remote internship participants of their rights in terms of pocket money. This is because the payment of pocket money will not be fulfilled by the company if the intern does not meet a certain target based on the internship contract. In addition, because Law No. 13 of 2003 concerning Manpower and Regulation of the Minister of Manpower and Transmigration No. PER.08/MEN/V/2008 concerning Procedures for Licensing and Implementation of Overseas Apprenticeship, do not regulate the allowance payment scheme. So, the economic protection efforts that can be done are by providing provisions in the relevant regulations regarding the company's obligation to provide a non-target-based allowance scheme, as well as supervision of overseas apprenticeship providers.

KEYWORDS

Piece Rate Payment, Remote Internship, Pocket Money.



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INTRODUCTION

Apprenticeships or internships are generally carried out when a person is still in the formal learning stage or still has the status of a student. This is said to be because they are definitively described as a learning mechanism or introduction to the world of work through the guidance of a person who is skilled in the job, with the aim of acquiring and mastering certain skills (Arrizal et al., 2023). Furthermore, an internship can also be interpreted as an effort made to practice knowledge along with the skills a person has to overcome concrete problems in the world of work (Sumardiono, 2014). Article 1 Number 11 of Law No. 13 of 2003 concerning

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Manpower (hereinafter referred to as the *Manpower Law*) defines internship as a systematic job training mechanism with guidance from experienced workers that is carried out between companies and interns who aim to master certain skills.

Although by definition and regulation, internships have an association with work practice learning efforts that are generally carried out by a student as an intern, in reality, internships are also used by the workforce after graduating from university as a means to be able to get a job amid a lack of available jobs. This is done because the meaning of internship for the workforce has an expanded meaning—not only job training but also often used as a means of fulfilling financial needs and even regeneration or part of the recruitment process by companies to get a job. This condition allows that if the intern is considered competent in his job, the company can directly recruit the intern to become a worker in a certain company (Johnny Natu Prihanto, 2021).

The shift in the trend of internship practices, which are currently often used as a medium for the workforce in obtaining jobs, is supported not only by the lack of jobs but also allegedly due to the increasing sophistication of technology, which has led to the creation of an innovative internship mechanism that allows interns not to be physically present (Smith, 2020). Remote internships, or internships conducted from a distance, have gained popularity due to the flexibility they offer to both employers and interns (Jones & Roberts, 2021). This shift is particularly evident in the tech industry, where digital tools and platforms facilitate communication and collaboration without geographical constraints (Morris & Lee, 2019). The rise of remote internships also aligns with the global trend toward digital transformation in the workplace (Kumar & Singh, 2020). Despite the benefits, however, remote internships present challenges in terms of mentorship and networking opportunities, which have traditionally been key components of internship experiences (Harris & Miller, 2022).

In simple terms, *remote internships* are understood as internship activities designed by the company for interns, which enable interns to work with flexibility of time and place through work adjustments, as well as working hours through certain communication media intermediaries (Linkov et al., 2021). The key points that cause *remote internships* to become increasingly popular among the workforce are the flexibility of time and place. This allows interns to take the opportunity to conduct a cross-border independent internship program, often known as an internship abroad.

As an apprenticeship scheme that requires benefits, *remote internships* have a handful of problems. The problems of *remote internships* in foreign internship programs include but are not limited to the pocket money payment system as one of the rights of foreign interns. It should be noted, based on Article 17 Paragraph (6) of the Regulation of the Minister of Manpower and Transmigration No.

PER.08/MEN/V/2008 concerning Procedures for Licensing and Implementation of Internships Abroad (hereinafter referred to as *Permen Nakertrans* No. 8 of 2008), it is explained that in the course of an internship abroad, the company that organizes the internship activity is obliged to include the rights and obligations of the parties (interns and companies) in an internship contract that at least includes:

- a. Pocket money and transportation for apprentices;
- b. Protection for apprenticeship participants, including accident, health, death, occupational safety and health facilities;
- c. Internship program funding; and
- d. Dispute resolution.

In addition, Article 20 Paragraph (1) of the Minister of Nakertrans Regulation No. 8 of 2008 also states that foreign interns are entitled to receive allowance and transportation as agreed between the intern and the company organizing the internship. Based on these two articles, if the provisions regarding the right of foreign interns to receive pocket money are associated with the reality of foreign internships, especially in the *remote internship* scheme with the pocket money payment method *piece rate payment* (hereinafter referred to as PRP), different conditions will be found. Through the PRP pocket money payment method for overseas *remote internship* participants, the fulfillment of pocket money for interns has the potential to be 'lost' or even unfulfilled. This is said because the PRP payment method means that pocket money payments will not be fulfilled by the company if the intern does not meet a certain target based on the internship contract.

The pocket money payment mechanism with the PRP method on *remote internships* abroad is known to occur in practice in *remote internships* in the country of Singapore. The existence of an allowance payment method with the PRP method in *remote internships* in Singapore is suspected to be the result of all forms of internship activities in Singapore being protected and obliged to comply with *The Employment Act* of 1968 (Ministry of Manpower Government of Singapore, 2013). Therefore, although participants in *remote internships* in Singapore who are Indonesian citizens (hereinafter referred to as Indonesian citizens), the provisions for payment of pocket money by the PRP method are still enforced based on the provisions of applicable Singapore law.

Remote internships essentially do not require interns to be physically present at the office. This condition initially led to the understanding that by doing *remote internships* in Singapore, Indonesian interns may not be too concerned about 'payment' in the form of pocket money in internship practice, because *remote internships* lack mobilization and/or accommodation to support work. However, in practice, participants in *remote internships* still need pocket money, not only because it has been mandated in the provisions of the Minister of Nakertrans Regulation No. 8 of 2008 by the Indonesian government but also because there are

technical needs for the job, such as internet access and other financial needs that may be required by the intern. In addition, the fulfillment of pocket money for *remote internships* is also considered important, considering that often interns are given tasks or jobs that are almost the same and even equivalent to workers (Arrizal et al., 2023). Thus, with the PRP method for overseas *remote internship* participants in Singapore, there is a lack of economic protection for overseas interns based on the provisions of applicable laws and regulations in Indonesia.

The conduct of this research is intended to answer problems based on thinking about how the PRP scheme can affect the fulfillment of allowances for *remote internship* interns, as well as legal protection efforts that can be carried out for *remote internship* interns regarding the fulfillment of allowances related to the PRP scheme that occurs.

RESEARCH METHODS

This research is legal research of the doctrinal type. Through doctrinal law research, researchers will associate and criticize the applicable doctrines and laws and regulations through a literature review conducted (Bachtiar, 2018). In particular, the *Manpower Law* and the Regulation of the Minister of Labor and Transmigration No. 8 of 2008 serve as the basis for the regulation of Indonesian foreign internships, with the phenomenon of the fulfillment of the PRP scheme allowance in *remote internships* as the basis of this research. Based on the literature review and related regulations that are implemented, a prescriptive analysis of legal materials is carried out (Marzuki, 2008). Therefore, through this study, an answer will be found regarding what kind of legal protection efforts should be carried out to meet the economic protection of Indonesian interns in *remote internship* activities. Thus, this research will produce a prescription regarding what arrangements related to overseas internships should be like in order to still accommodate the rights of interns in the form of pocket money, amid the existence of a pocket money fulfillment mechanism with the PRP scheme in the course of the *remote internship*.

RESULTS AND DISCUSSION

Internships Abroad and Their Problems Based on Employment Law

Overseas interns are not essentially workers. This is said to be based on the understanding of the provisions of labor law which implicitly means that an intern is a person who is functioned not to work, but to learn as the main goal. Article 1 Number (11) of the *Manpower Law*, states that apprenticeship is part of a job training system implemented by a training institution or company. Although, the provisions of the Labor Law indicate that foreign interns are not workers. It is

important to continue to pay attention to the fulfillment of the rights of foreign interns. This is said to be due to the existence of foreign interns having a close bond with the labor aspect. Because in the course of internship activities there is an aspect of industrial relations between the company providing the internship program and the interns, which often in practice presents a handful of problems regarding the fulfillment of rights and obligations between each party (Arrizal et al., 2023).

Ideally, in the course of an internship program abroad, internship activities are based on an internship contract. The relationship between the company providing the internship program and the intern is bound by an apprenticeship contract which, according to Article 17 of the Minister of Nakertrans Regulation No. 8 of 2008, at least includes the rights and obligations of the parties which include but are not limited to pocket money for interns, insurance or similar occupational safety and health facilities, financing of internship programs, and dispute resolution mechanisms. The rights and obligations that interns should get through contracts are often not fulfilled by companies that provide internship programs abroad. For example, the non-obtaining of allowance in an internship mechanism is the main point of emphasis on the problem of implementing the foreign internship in question (Wahyono, 2022).

The non-fulfillment of the obligation of the company providing internship programs based on contracts to pay the allowance to the interns, causes the overseas internship program to be like modern slavery in the midst of various *Benefit Offered* (BBC, 2022). This is suspected to be due to the rise of foreign internship programs which are categorized as covert internship programs. For information, based on its nature, internships are divided into 2 (two) types, namely real internships and covert internships (Arrizal et al., 2023). The meaning of 'covert' in the category of overseas internships is defined as an internship that is held not based on and/or adjusted to the provisions of the Manpower Law, Permen Nakertrans No. 8 of 2008, and other regulations related to the practice of foreign internships. In contrast to covert overseas internships, real overseas internships are internships that are held in accordance with the provisions of laws related to the implementation of foreign internships. Through this type of apprenticeship, the company providing the internship program guides and complies with the obligations and rights of the intern in the implementation of an apprenticeship mechanism. Therefore, there is very little possibility of deviation of rights, especially regarding the fulfillment of allowances as a normative right of foreign interns.

In order to respond to the existence of internships in disguise in foreign internship practices. Actually, the regulation implementing foreign internships, namely the Minister of Nakertrans Regulation No. 8 of 2008, has preventively regulated the mechanism for fostering and controlling the internship program so that it is carried out in accordance with the applicable laws and regulations.

Coaching and control efforts based on Article 37 of the Minister of Nakertrans Regulation No. 8 of 2008 are carried out through:

- a. Domestic coaching, coaching carried out for companies providing apprenticeship programs with the Directorate General and Provincial and Regency/City Manpower Agencies;
- b. Coaching abroad, coaching carried out for companies providing apprenticeship programs with representatives of the Republic of Indonesia abroad; and
- c. Control of the implementation of apprenticeships, control is carried out by the Director General by making an announcement to the public regarding the list of companies providing foreign apprenticeship programs that hold and have valid permits.

Although normative and institutional, the state already has a *platform* as a driving element for the prevention of covert overseas internships. However, in practical reality, the availability of norms and institutions in question has not been able to accommodate the control and prevention of covert overseas internships, such conditions can occur due to the increasingly sophisticated online recruitment system of today's workers (for example: *linkedin*, *glints*, etc.) which makes it easier for prospective interns (including the workforce) and companies providing internship programs, to be able to meet to establish an internship program that is often times escaped government supervision. In addition, the existence of *remote internships* in foreign internships is also considered to increase the growth of the number of covert overseas internships. This is due to the easy access to internship vacancies through online recruitment sites, projected time and work flexibility, and opportunities to be recruited as foreign company workers. Causing prospective interns to be easily tempted and enroll in a covert internship program, which in its implementation is not based on the standards determined by Indonesian laws and regulations.

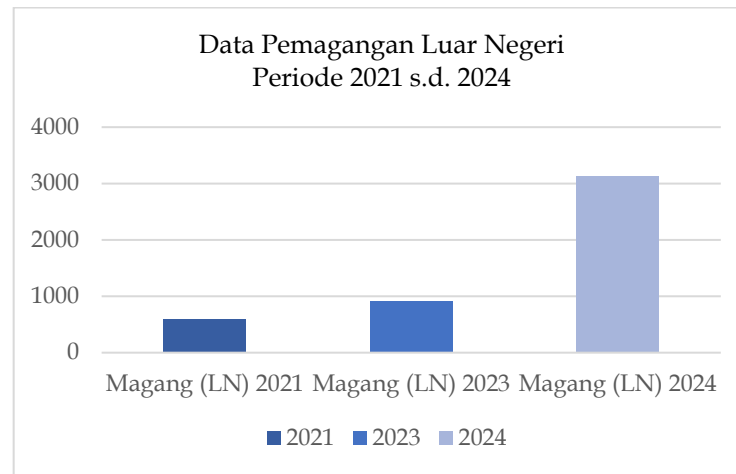


Figure 1. Indonesian Overseas Internship Participants

Source: Ministry of Manpower, Directorate General of Binalavotas (2024).

The above statistics show that there is a constant increase in the number of overseas interns in general in Indonesia. In 2021, the Directorate General of Vocational Training and Productivity Development (hereinafter referred to as the Directorate General of Binalavotas) noted that there were at least 583 Indonesian interns who participated in the foreign internship program. This figure has increased 3 (three) years later, to 3,138 participants which by calculation, the number of overseas interns has jumped by more than 100%. The surge in overseas internship participants based on this data is assumed to only include real internship programs. Moreover, it is estimated that there is additional data related to covert overseas internships, in particular *Remote Internship* which is not recorded in the data published by the Directorate General of Binalavotas. The government's oversight of the perpetuation of the covert overseas internship program, as well as the high interest of interns (including the workforce) to participate in the overseas internship program. Raising thoughts about the vulnerability of overseas internship participants to not get their rights due to the abuse of internship mechanisms and provisions based on contracts, especially in the program *Remote Internship*. The abuse of the mechanism and provisions of the internship based on the contract in question can be carried out consciously or unconsciously by foreign companies providing internship programs. Specifically, abuse is carried out to avoid the company in order to fulfill employee rights, especially in fulfilling the allowance of interns (Agista & Ngaisah, 2023). Meanwhile, some things that can support the abuse of the mechanisms and provisions of foreign internships based on contracts, include:

- a. Legal Differentiation, Differences in regulations related to employment specifically, regarding internships, fulfillment of allowance rights, and legal culture in the home country of the company providing the internship program;

- b. Awareness of the Organizer, the unwillingness or ignorance of the company providing foreign internship programs related to internship and employment regulations in Indonesia; and
- c. Relatively Minimal Supervision, Lack of Supervision by the Indonesian Government of Covert Foreign Internship Programs, with all forms of apprenticeship mechanisms.

Pocket Money *Piece Rate Payment Scheme for Remote Internships in Singapore*

Legal differentiation, the absence of organizer awareness, and suboptimal supervision by the Indonesian government are suspected to be the 3 (three) main factors for the abuse of the mechanism and provisions for the payment of allowances for foreign internships based on contracts in the *remote internship* scheme. Concretely, such conditions were found in *remote internships* that took place in Singapore. In the course of the *remote internship practice*, it is known that one of the companies (hereinafter referred to as *Startup X*) from Singapore has implemented an allowance payment scheme using the PRP method.

Apprenticeship with the fulfillment of allowance based on PRP is a job training program in which interns receive an allowance with a benchmark of the number of results (*performance based*) from the performance performed, based on the agreed internship contract.

Table 1. PRP Scheme on Startup X Company in Singapore

Payment	No. of new clients from Top Markets	Level
\$64	16-23	1
\$96	24-31	2
\$128	32-39	3
\$160	40-47	4
\$192	48-55	5
\$224	56-73	6
\$296	74-84	7
\$340	85-99	8
\$400	100	9

Source: Startup Internship Contract X (2023).

The table above is a concrete example of the target specified in a *remote internship* contract with a PRP pocket payment scheme that occurred at one of the *startup X* companies in Singapore. The company in question is a *startup company X* engaged in *Engineering Job Posting & Recruitment App* and *Headhunters*. In the *remote internship* program, interns are placed in the *Business Development Intern*

division with a duration of work carried out for 3 (three) months (contract can be extended), which in the main task is to find *as many* clients or business relationships as possible. So, based on a brief explanation of the task description and pictures that show the target payment of pocket money with the PRP method above. It can be concluded that *remote internship* participants can only get their pocket money if they reach the minimum target determined by the contract, namely 16 *clients* which will result in the payment of an allowance of 64 USD or equivalent to Rp1,004,486.00 (one million four thousand four hundred and eighty-six thousand rupiah).

The provisions regarding the fulfillment of allowances for *remote internship* activities based on the PRP scheme described above, further emphasizes that there is a potential for unfulfilled allowances for interns if they do not meet the target based on the agreed internship contract. This reality makes it increasingly clear that the practice of *remote internships*, including but not limited to the *Startup X company* in Singapore, is often carried out covertly. This is said to be because the provisions of the internship contract do not mention at all the mechanism for fulfilling the obligations of the internship program provider company to the rights of interns without exception, based on the provisions of Article 21 Paragraph (1) of the Minister of Nakertrans Regulation No. 8 of 2008, namely that the company is obliged to provide allowance in accordance with the contract that has been agreed upon for the intern.

Table 2. Substance of Startup X Internship Contract in Singapore

Internship Contract Articles	Setting Up Related
<i>Article 1: Object of the Contract and Scope of Work</i>	Duration of the Internship Contract.
<i>Article 2: Definition</i>	Definition of the mention of each diction in the contract.
<i>Article 3: Service fee</i>	The amount of allowance that will be paid based on the target during the internship, as shown in Table 1.
<i>Article 4: Work Schedule</i>	The time of entry into force of the internship contract.
<i>Article 5: Payment</i>	Pocket money payment mechanism, if the target is achieved.
<i>Article 6: Obligations of Parties</i>	Rights and Obligations of the Parties.
<i>Article 7: Jurisdiction and settlement of disputes</i>	The law applicable in the performance of a contract, under the Law of Singapore

Article 8: <i>Confidential Information</i>	An agreement to maintain the confidentiality of the company.
Article 9: <i>Miscellaneous</i>	Other matters that are regulated and agreed upon in the Internship Contract.

Source: Startup Internship Contract X (2023).

The details related to the substance of *Startup X's remote internship* contract above reflect the 'absence' of the obligation of the internship provider company to be able to fulfill the intern's rights in the form of partial pocket money based on the PRP scheme carried out. In addition, if you look further, especially at *Article 7 Jurisdiction and Settlement of Disputes*, it proves that the fulfillment of the rights of interns is also influenced by the laws that are guided in the internship contract. Legal differentiation based on the regulations used, namely the State Law of Singapore, causes differences in rights and obligations that should be fulfilled by the company providing internships to interns based on Indonesian law. Thus, it can be said that the apprenticeship in question is a covert apprenticeship, which is not based on the provisions of apprenticeships in the Manpower Law, Permen Nakertrans No. 8 of 2008, and other regulations related to the practice of foreign internships.

If further investigation is carried out, the existence of an allowance payment scheme with the PRP scheme in participants *Remote Internship* at *Startup X* in Singapore due to the difference between the Singapore Employment Law regime, and the Indonesian Employment Law. For example, employment regulations in Singapore allow interns to go unpaid (Peng, 2019). In addition, the existence of the PRP scheme in the allowance remuneration mechanism on *Remote Internship* in Singapore is due to the existence of rules based on *Part 14 Section 107A The Employment Act of 1968 Singapore*, which states that the payment of remuneration can be fulfilled by the company with 2 (two) mechanisms, on a monthly basis (*monthly rate*) or in terms of the productivity of workers (*piece rated*). The provisions of the remuneration payment mechanism based on the number of work productivity results are then applied to the practice *Remote Internship*. Therefore, interns are required to achieve certain targets to get rights in the form of pocket money during the internship period. Furthermore, the existence of an allowance payment method with the PRP method on *Remote Internship* in Singapore also happens because all forms of internship activities in Singapore are protected and must be subject to *The Employment Act of 1968* (Ministry of Manpower Government of Singapore, 2013). So, even though the participants *Remote Internship* In Singapore who are Indonesian citizens, the provisions for paying pocket money by the PRP method are still enforced based on the provisions of applicable Singapore law. During the activity *Remote Internship* which is not based

on an Internship Contract that is made not based on Indonesian labor law (categorized as a covert internship).

The difference in legal arrangements that allow PRP remuneration schemes abroad, in fact, is not the only problem of the potential for unfulfilled pocket money for *remote internship participants*. There is no awareness and willingness of the company providing the internship program to adjust and enforce the provisions of Indonesian foreign internship regulations in the course of internship activities. It is also considered as a definite reason for the permanence of the scheme to fulfill the allowance based on the target. The combination of these two problems raises the idea of the lack of supervision from the Government of Indonesia over the existence of covert internships that implement a remuneration scheme with the PRP method. For this reason, it is important to consider legal protection efforts for *remote internship participants*, in the midst of massive innovation in internship programs as well as various foreign country legal provisions regarding internships, which in practice are implicitly used as a 'tool' to avoid participants' rights in the course of internships abroad.

Legal Protection Efforts for Interns for *Remote Internships* with the Piece Rate Payment *Pocket Money Scheme*

Legal protection is definitively defined as an effort to protect human rights that are harmed by others, and the protection in question is carried out/given to the community so that they can enjoy all the rights granted by the law (Rahardjo, 2000). Furthermore, Philipus M. Hadjon provided an understanding of legal protection as a mechanism for the protection of dignity and dignity, which has an impact on the recognition of the rights of legal subjects to protect them from arbitrariness granted through a legal provision. Meanwhile, the realization of legal protection can be done in 2 (two) ways, including:

- a. Preventive Legal Protection, is a form of protection for legal subjects that provides an opportunity to change opinions or raise objections before there is a definitive decision from the government (positive law); and
- b. Repressive Legal Protection, is a form of legal protection that is applied after the occurrence of a dispute or problem, where repressive legal protection is expected to resolve the dispute (M. Hadjon, 1987).

The understanding related to legal protection above is then associated with the condition of the participant *Remote Internship* with the PRP pocket money payment scheme. The correlation between the two raises thoughts related to efforts to protect participants *Remote Internship*, which can be done with a preventive legal protection scheme. The actualization of preventive legal protection can be realized by carrying out economic protection based on the theory of worker protection expressed by Imam Soepomo, through the fulfillment of all forms of the rights of

interns, especially the fulfillment of allowances based on applicable laws and regulations (Soepomo, 1985). Basically, overseas internship activities have clearly been protected preventively by the Minister of Nakertrans Regulation No. 8 of 2008. In addition to the regulations regarding the protection of rights and obligations between participants and the company organizing the internship program listed in the regulation. In Article 5 of the Minister of Tourism and Transmigration Regulation No. 8 of 2008, apprenticeship organizers, in this case foreign companies that have organized apprenticeship activities with a maximum period of 3 (three) months, are required to be registered with the agency responsible for the field of Manpower.

Although normatively there are several protection instruments as an effort to fulfill the rights of participants and the mechanism for supervising foreign internships. Regulations on foreign internships are considered not to be able to accommodate the protection and supervision of the rights of participants in the *remote internship scheme*, especially in terms of fulfilling pocket money. This inability is expected to occur considering Indonesia's foreign internship regulations, namely Permen Nakertrans No. 8 of 2008 are considered to be 'obsolete' and unable to adapt to the various policies, trends, and innovations of today's apprenticeship schemes, which include but are not limited to the existence of *remote internships* with an allowance payment mechanism through the PRP method. Based on the explanation and analysis that has been carried out, it can be concluded that the protection efforts that can be carried out include:

- a. The Government of Indonesia should make further arrangements through legal reforms regarding the obligations of companies that implement apprenticeship programs, especially overseas apprenticeships (both conventional and *remote internships*). By providing regulations that do not allow allowance schemes based on PRP targets or schemes; and
- b. The Indonesian government should 'encourage' supervision of companies providing overseas apprenticeships, through agencies responsible for the field of Manpower. Supervision of overseas internship organizers is carried out as a follow-up effort to ensure that overseas internship providers implement the rights of interns based on the provisions of applicable Indonesian laws.

CONCLUSION

The PRP allowance payment scheme has the potential to eliminate the allowance rights of *remote internship* participants. This is due to the new company policy to pay pocket money only if the target determined based on the apprenticeship agreement is fulfilled by the apprenticeship participant. Differences in legal provisions, lack of awareness of foreign internship companies, and lack of

supervision from the Government of Indonesia are considered factors that cause the PRP pocket money payment scheme to continue. Under such conditions, the legal protection efforts that should be carried out for *remote internship* participants in response to the existence of the PRP allowance scheme are to make further arrangements regarding the company's obligation to provide an allowance scheme that is not based on targets. Furthermore, it is necessary to carry out extra supervision of companies providing internships abroad through agencies responsible for the field of *Manpower*, in order to ensure the rights obtained by interns are in accordance with the provisions of applicable laws and regulations in Indonesia.

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