


Protection of Trade Secrets Through *Non-Disclosure Agreements* Against Worker Violations

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Abstract

Introduction: This article analyzes legal protection of trade secrets through the implementation of Non-Disclosure Agreements (NDAs), particularly in cases of employee violations. The study is based on Case Number 14/Pdt.Sus-PHI/2020/PN Dps as a case study to assess the effectiveness of NDAs within the scope of Indonesian labor law.

Purposes of the Research: The purpose of this research is to examine the role of NDAs as legal instruments in protecting corporate trade secrets from breaches of confidentiality by employees, and to evaluate the binding power of such agreements in industrial dispute resolutions.

Methods of the Research: This study employs a normative juridical method, using both case and statutory approaches. Data were obtained through a literature review of relevant regulations, jurisprudence, and case documents, analyzed qualitatively.

Findings of the Research: The findings indicate that NDAs are legally valid as supplementary employment agreements that can safeguard corporate interests. However, their effectiveness depends heavily on the clarity of contractual clauses, their alignment with employment relations, and the willingness of employers to assert their rights in court. This study contributes to the development of trade secret protection concepts in Indonesia, particularly within the labor law domain, and highlights the need for more specific and comprehensive regulation of NDAs.

Keywords: Trade Secret; Non-Disclosure Agreement; Employee Breach.

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INTRODUCTION

The development of information technology and business globalization has encouraged companies to be more serious in maintaining confidential information, especially trade secrets. Trade secrets have high economic value because they can be a competitive advantage in the market.¹ Information such as marketing strategies, product formulas, and customer data are intangible assets that must be legally protected.² However, in practice, this confidential information is particularly vulnerable to leakage, especially through internal parties such as workers who have direct access. This issue is becoming increasingly important considering the dynamics of working relationships that continue to evolve in the digital era. The protection of trade secrets, in the context of Indonesian law, has been regulated in Law Number 30 of 2000 concerning Trade Secrets.³ However, this regulation

¹ Tri Yanthi, "Klausul Non-Kompetisi Dalam Perjanjian Kerja Sebagai Bentuk Perlindungan Rahasia Dagang," *Co-Value Jurnal Ekonomi Koperasi Dan Kewirausahaan* 15, no. 8 (2025), <https://doi.org/10.59188/covalue.v15i8.5025>.

² Victor Alfonsu S. Andrew Terok, Firdja Baftim, and Rudy M. K. Mamangkey, "Tinjauan Yuridis Terhadap Rahasia Dagang Sebagai Bagian Dari Hak Atas Kekayaan Intelektual," *Lex Privatum* 15, no. 4 (2025), <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/61663>.

³ Elsa Benia, "Analisis Perlindungan Hukum Rahasia Dagang Pada Perjanjian Waralaba Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang," *Padjadjaran Law Review* 10, no. 2 (2022): 169-78, <https://doi.org/10.56895/plr.v10i2.1017>.

does not provide specific protection against information leakage made by workers, especially after the employment relationship ends. Therefore, companies often use *Non-Disclosure Agreements* (NDAs) as additional contractual instruments. An NDA is an important legal tool that regulates workers' obligations to maintain the confidentiality of information, even after they no longer work for the company.⁴ However, the application of NDA in employment practice still raises debate from the aspects of legality and its binding force.

Several studies have discussed the effectiveness of *Non-Disclosure Agreements* (NDAs) in the Indonesian legal system, but most are still normative and have not been thoroughly studied in practice through concrete case studies. A research by Febrianti Anastasya Sarah Amalia et al., in the *Journal of Innovation Research and Knowledge* explained that companies often experience obstacles in enforcing trade secret protection due to the lack of detailed arrangements in employment contracts, especially related to confidentiality obligations that are not formulated in a firm and measurable manner. This article emphasizes the importance of applying confidentiality clauses as part of a valid and binding employment contract so that it can be used as a basis for legal action in the event of a violation.⁵ Meanwhile, Tri Yanthi in *Co-Value: Journal of Economics, Cooperatives & Entrepreneurship* emphasized that efforts to protect business information and non-compete clauses still face obstacles in terms of enforcement and compliance with labor laws, especially related to workers' rights after termination of employment. He also highlighted the need for harmonization between the protection of trade secrets and the protection of workers' rights so that NDAs do not cause inequality in employment relations.⁶ These two studies provide a relevant theoretical basis, but have not directly linked the effectiveness of NDA to considerations in employment court decisions. Therefore, this study aims to fill this gap by analyzing the effectiveness of NDA based on concrete case studies.

One of the cases that is interesting to research is Case Number: 14/Pdt.Sus-PHI/2020/PN Dps, which involves an alleged violation of NDA by a worker. This case provides a concrete picture of how courts position NDAs in industrial relations disputes. A study of these judgments can provide a deeper understanding of the practical and legal aspects of the use of NDAs in protecting trade secrets. On the other hand, it can also reveal the extent to which the power of the NDA is recognized by judges in disputes involving workers' rights. This research is expected to strengthen the argument that NDA has an important position in the modern employment law regime.

A problem that often arises in the implementation of NDA is the imbalance of bargaining positions between employers and workers. Workers often do not have a sufficient understanding of the content of the agreement and feel compelled to sign the document as a condition of getting a job. In addition, the clauses in NDAs are often too general and do not contain clear limits on what information is classified as trade secrets. This ambiguity has the potential to cause legal disputes and uncertainties in the future. Therefore, it is important to examine how courts interpret and assess the validity of NDA clauses in those contexts. Another weakness in the implementation of NDA in Indonesia is the absence of derivative

⁴ Akmal Haris et al., "Hak Dan Kewajiban Peserta Magang : Perlindungan Hukum Yang Harus Diketahui," *Journal of Multidisciplinary Inquiry in Science, Technology and Educational Research* 2, no. 1 (2025): 1426–38, <https://doi.org/10.32672/mister.v2i1b.2690>.

⁵ Febrianti Anastasya Sarah Amalia, Irhamsah, and Felicitas Sri Marniati, "Perlindungan Hukum Perusahaan Terkait Pelanggaran Rahasia Dagang Dalam Perjanjian Kerja," *Journal of Innovation Research and Knowledge* 4, no. 11 (2025): 8263–72, <https://www.bajangjournal.com/index.php/JIRK/article/view/10045>.

⁶ Yanthi, "Klausul Non-Kompetisi Dalam Perjanjian Kerja Sebagai Bentuk Perlindungan Rahasia Dagang."

rules or technical guidelines that govern the content and format standards of NDAs. As a result, many companies draft NDAs carelessly without considering adequate legal aspects. The protection of trade secrets in such a situation is not optimal and is prone to being sued back by workers. This condition shows that although NDA is normatively recognized in the Indonesian contract law system, its implementation still faces challenges from the practical and legal compliance aspects. This reinforces the urgency to conduct an in-depth study of the effectiveness of NDAs as a tool of legal protection.

This study offers a different approach from previous research by using a juridical-normative approach based on concrete case studies of court decisions. This approach is expected to bridge the gap between theory and practice, as well as make a real contribution to the development of trade secrets protection laws. In addition, the analysis of jurisprudence also allows researchers to evaluate the consistency of the court's attitude in assessing the strength of the NDA. The results will be very relevant not only for academics, but also for legal practitioners and the business world. Therefore, this research has novelty value in enriching civil and labor law discourse.

This study aims to answer some important questions: Can an NDA be the basis for a legitimate lawsuit in industrial relations disputes? How does the court interpret confidentiality clauses in employment agreements? And to what extent can an NDA protect companies from losses due to worker violations? By answering these questions, this research will provide a stronger legal basis for companies to formulate effective NDAs. This is important to create a fair and conducive work climate, where the rights and obligations of both parties are maintained in a balanced manner.

This research also contributes to expanding the understanding of the intersection between contract law and employment law. NDA is a form of contract born from business needs, but its implications are very close to the aspects of the employment relationship. Therefore, a cross-disciplinary approach is indispensable in analyzing the position and effectiveness of NDAs. Thus, the results of this research are not only applicable, but also provide conceptual thinking that can be used as a reference for legal reform in Indonesia. This shows the important scientific value of this study.

The protection of trade secrets through NDAs against violations by workers is a crucial legal issue but has not been studied in depth in the Indonesian context. The case study of Decision Number 14/Pdt.Sus-PHI/2020/PN Dps is relevant because it reflects the reality of the implementation of NDA in the field. This research is expected to be able to contribute to the development of trade secrets protection laws while answering the existing literature gap. Therefore, this research has urgency both practically and academically in answering the challenges of modern labor law. The main objective of this study was to assess the effectiveness of NDA in protecting company trade secrets from infringement by workers based on a juridical approach and case studies.

METHODS OF THE RESEARCH

The research method used in this study is normative legal research, which focuses on the analysis of the applicable positive legal norms, especially related to the protection of trade secrets through *Non-Disclosure Agreements* (NDAs) in employment relationships. The approach used includes the statute approach and the case approach by examining Decision Number: 14/Pdt.Sus-PHI/2020/PN Dps as the object of study. Data processing techniques

are carried out through literature studies, namely by collecting primary and secondary legal materials from laws and regulations, legal literature, scientific journals, and court decisions. Furthermore, data analysis is carried out qualitatively, namely by systematically interpreting legal norms and juridical arguments to draw conclusions about the legal problems discussed.

RESULTS AND DISCUSSION

A. The Judge's Legal Considerations in Decision Number: 14/Pdt.Sus-PHI/2020/PN Dps Against NDA Violations by Workers in the Context of Labor Law in Indonesia

The Denpasar District Court Decision Number 14/Pdt.Sus-PHI/2020/PN Dps is one of the important Jurisprudence in testing *Non-Disclosure Agreements* (NDA) in the realm of industrial relations in Indonesia. This case involves a dispute between Erry Kristiawan as an employee (Convention Plaintiff/Reconvention Defendant) and PT. Bali Bijaksana as an employer (Convention Defendant/Reconvention Plaintiff). The case revolves around a Termination of Employment triggered by an alleged breach of confidentiality obligations listed in the NDA between the two parties. Although it did not explicitly include the term *Non-Disclosure Agreement* in the verdict, the basis of legal considerations used by the panel of judges emphasized the violation of "gross misconduct" as referred to in the company's provisions. So that violations of the obligation to maintain company secrets can be categorized as a serious mistake that is a justification for Termination of Employment.

The panel of judges in this decision rejected all workers' lawsuits in the convention and granted part of the reconvention lawsuit from the Company, in the judgment it was stated that: "The defendant d.r/Plaintiff d.k has committed a serious mistake based on the provisions of Article 62 of the Company Regulation of PT. Bali Wise." This means that the judge's actions, one of which is related to the violation of the obligation to maintain company information, are a form of gross violation (misconduct) that is legally used as the basis for termination of employment without the approval of the industrial relations dispute settlement institution as referred to in Article 161 of Law Number 13 of 2003 (now the Job Creation Law). The judge also stated that the termination of employment carried out by the company is legal according to the law, and requires workers to pay certain compensation. This ruling sets an important precedent that shows that a breach of confidentiality clauses can be categorized as a gross misconduct if explicitly outlined in the company's internal regulations or NDAs. The judge referred to the provisions in Article 62 of the Company Regulations, which explicitly regulates forms of gross misconduct, one of which includes the act of leaking company information. Company rules in Indonesian labor law, which are passed by employment agencies, have binding force like laws and regulations for the company's internal affairs.⁷ Thus, although the NDA is not explicitly discussed, the substance of the confidentiality clause usually contained in the NDA has been formalized in the company's rules. This strengthens the company's legal position in conducting Termination of Employment based on the violation.

The NDA clause in the context of employment relations, is an additional form of agreement that is *accessoir* to the main employment agreement.⁸ Based on Article 1313 of the

⁷ Mawardi Khairi et al., *Buku Ajar Hukum Ketenagakerjaan*, Cetakan Pe (Yogyakarta: Budi Utama, 2021).

⁸ Iin Hidayah Nawir, Rembrandt Rembrandt, and M. Hasbi, "Perlindungan Hukum Pengguna Jasa Dalam Penyelesaian Pencairan Jaminan Pelaksanaan (Performance Bond) Kontrak Kerja Konstruksi Pemerintah," *Unes Journal of Swara Justisia* 7, no. 2 (2023): 514–33, <https://doi.org/10.31933/ujsj.v7i2.362>.

Civil Code, an agreement made legally binding as a law for the parties.⁹ Therefore, the provisions of the NDA that have been agreed upon and signed by both parties are legally used as the basis for legal action, including Termination of Employment. In practice, however, the binding power of NDAs in the realm of Industrial Relations Disputes often depends on their linkage to internal rules and concrete proof of violations. This ruling shows that the judge considers the NDA or similar provisions to be valid as long as it is clearly and proportionately regulated in the company's internal documents.

Decision Number: 14/Pdt.Sus-PHI/2020/PN Dps stated that the judge recognized the strength of the confidentiality provisions as part of the company's rules. This shows the importance of formalizing NDAs in a company's formal legal structure. By incorporating NDA clauses into the company's regulations, the company can strengthen its legal position and gain legitimacy from the courts in the Employment Relations Whitening process due to the violation.

The judge's legal considerations are not solely beneficial to the company. The judge in the reconvention, still sentenced the company to pay compensation for Termination of Employment to the workers in the amount of IDR.22 million. This reflects the fulfillment of the principles of fairness and proportionality, even if workers commit gross violations. The judge seems to consider that even if workers are proven to have violated the rules, they are still entitled to minimum compensation as stipulated in the laws and regulations. This shows that worker protection is maintained during the legal process.

This ruling has important implications for the practice of drafting and enforcing Non-Disclosure Agreements (NDAs) in the work environment. Companies that wish to effectively enforce confidentiality obligations must ensure that the provisions are explicitly formulated in employment contracts or company regulations, are consciously signed by the worker, are equipped with proportionate and logical sanction mechanisms, and are consistent with national labor regulations. So that in this way, companies can use NDAs not only as a preventive tool, but also as a legitimate legal basis for disciplinary action, including termination. Decision Number: 14/Pdt.Sus-PHI/2020/PNDps is concrete evidence that when the substance of the NDA is formalized in the company's internal legal apparatus, the court can give a strong juridical recognition to it. This marks an important shift in the internal information protection strategy in the field of employment.

Although this ruling favors legal certainty for companies, there is an interpretive gap regarding the explicit recognition of the NDA as a legal entity. The judge in the ruling, did not mention the "NDA" directly, but only referred to a "grave error" according to internal regulations. This indicates that NDAs that stand alone and are not referenced in official company documents can lose their effectiveness. Therefore, the integration of NDA into the internal labor law structure is a must if it wants to gain court recognition.

This research has a novelty in reviewing NDA from the perspective of labor jurisprudence, not only from the civil contractual side. Most previous studies have addressed NDA in the context of commercial contracts or intellectual property, while relevance in industrial relations is still minimal, by examining judges' legal considerations of breach of confidentiality obligations in the context of employment relations, this study shows that NDA has a strategic role in information risk management in the labor sector.

⁹ I Dewa Ayu Sri Ratnaningsih and Cokorde Istri Dian Laksmi Dewi, "Sahnya Suatu Perjanjian Berdasarkan Kitab Undang-Undang Hukum Perdata," *Jurnal Risalah Kenotariatan* 5, no. 1 (2024): 11-18, <https://doi.org/10.29303/risalahkenotariatan.v5i1.204>.

These findings expand the scope of NDA discourse from the corporate realm to the industrial realm.

Violations of the obligation to maintain company secrecy can be categorized as gross misconduct if they have been explicitly regulated in company regulations.¹⁰ The provisions of the NDA or confidentiality clause have significant legal force if they are contained in the company's official internal documents and legally agreed upon by the worker. The court has a basis for accepting the violation as a valid reason for termination of employment. This decision provides a concrete legal basis for companies to enforce information discipline in the work environment without ignoring the principle of fairness to workers. Therefore, the legal force of an NDA in the context of employment is highly dependent on formal legality as well as procedural compliance in its application.

Decision Number: 14/Pdt.Sus-PHI/2020/PN Dps is an important precedent in legitimizing the provisions of NDA in the world of work, especially as a legal basis in resolving industrial relations disputes. Although this ruling has not explicitly mentioned the NDA, the substance of the obligation of confidentiality has been recognized juridically through the company's regulations. However, the effectiveness of an NDA in practice depends heavily on its integration into the company's employment law structure. Therefore, every company is advised to prepare NDAs in a clear, specific, and measurable manner, and refer to them in employment contracts or company regulations. In addition, education to workers about the content and legal consequences of NDA is very necessary. The government also needs to consider the establishment of specific regulations that regulate the mechanisms and limits on the use of NDA in the context of employment, in order to create legal certainty that is balanced between information protection and workers' rights.

B. The Effectiveness of Non-Disclosure Agreements (Ndas) in Providing Legal Protection Against Company Trade Secrets Violated by Workers

The development of technology and information disclosure has encouraged companies to pay more attention to the protection of strategic business information, especially trade secrets.¹¹ One of the widely developed legal instruments to maintain the confidentiality of company information is the *Non-Disclosure Agreement* (NDA),¹² In the context of employment relations, NDA is used to bind workers not to divulge confidential information, both during the employment period and after the employment relationship ends.¹³ Although normatively the concept of NDA is recognized as a valid agreement according to Article 1313 of the Civil Code, its effectiveness in providing concrete legal protection against trade secrets has not been fully strong in employment practices in Indonesia. This encourages the need for an in-depth analysis of the implementation of NDAs, especially from the perspective of legal effectiveness.

The effectiveness of a legal norm can be analyzed using the theory put forward by Soerjono Soekanto, which states that the effectiveness of the law is influenced by five main factors: (1) the law itself, (2) law enforcement, (3) facilities and facilities, (4) society or legal

¹⁰ Rangga Setya Permadi and Mega Dewi Ambarwati, "Tanggung Jawab Hukum Bagi Pekerja Yang Tidak Melaksanakan Employee Branding," *Media Hukum Indonesia (MHI)* 3, no. 3 (2025), <https://ojs.daarulhuda.or.id/index.php/MHI/article/view/1638>.

¹¹ Ahmad M. Ramli et al., "Pelindungan Rahasia Dagang Dalam Industri Jasa Telekomunikasi (Protection of Trade Secrets in Telecommunication Industry)," *Jurnal Ilmiah Kebijakan Hukum* 15, no. 2 (2021).

¹² Setya Indrawanto, *Merajut Keberlanjutan Usaha: Panduan Hukum Dagang Dan Bisnis*, ed. Tim Indonesia Delapan (Jakarta: Indonesia Delapan Kreasi Nusa, 2024).

¹³ Muhammad Alif Hidayatuallah, "Penyelesaian Sengketa Pembocoran Rahasia Dagang Sebagai Pertanggungjawaban Karyawan Ud Mebel Indah Pasuruan (Studi Kasus Pada UD Mebel Indah Gentong, Kota Pasuruan)," *Yurijaya, Jurnal Ilmiah Hukum* 6, no. 2 (2024).

subjects, and (5) the legal culture of the community.¹⁴ This theory is particularly relevant for assessing the effectiveness of NDAs because confidentiality clauses in NDAs will be useless if they are not followed by law enforcement mechanisms, understanding from the parties, and institutional support. Using this theory, we can assess whether an NDA only functions normatively or is truly reliable as an instrument of legal protection in the context of infringement by workers.

Normatively, NDA is included in the category of civil agreements that are subject to the principle of freedom of contract as stipulated in Article 1338 of the Civil Code.¹⁵ As long as it does not conflict with law, decency, and public order, agreements such as NDA are considered valid and binding. However, in industrial relations practice, the position of NDA becomes complex because it has to interact with labor rules that are more protective of workers. Many NDAs are not explicitly included in employment agreements or company regulations, so their enforceability becomes weak before the law when a violation occurs. Therefore, the normative effectiveness of a new NDA can be achieved if this agreement does not stand alone, but is explicitly integrated in the employment contract or company regulations registered with the relevant agency.

The effectiveness of an NDA in the context of employment law is highly dependent on how the judiciary interprets and enforces the content of the agreement. Decision Number: 14/Pdt.Sus-PHI/2020/PN Dps is an important example that a panel of judges can recognize a violation of confidentiality obligations as a serious offense, if the provisions are clearly formulated in the Company's regulations, in the decision, even though the term NDA is not explicitly mentioned, the substance and obligation to maintain company secrecy are considered valid and have legal impact. This shows that the attitude of judges is starting to show flexibility in accepting NDAs as part of the employment contract. However, there are inconsistencies between the rulings that make the NDA's legal position still not fully established.

Another factor that determines the effectiveness of an NDA is the existence of supporting systems such as validation, registration, and storage of agreements. In Indonesia, there is no national system that requires formal NDA registration, so many NDAs are drafted unilaterally or do not meet the minimum legal *drafting standards*. As a result, when disputes occur, many NDAs are formally dropped in court because their clauses are considered multi-interpreted or violate the principles of fairness of industrial relations. In developed countries such as the United States, NDAs are often drafted to strict legal standards and supported by a digital evidentiary system or professional witnesses. The absence of such a support system in Indonesia weakens the position of NDAs in efforts to effectively protect trade secrets.

The level of understanding of workers as legal subjects on the content and legal consequences of the NDA is also important to observe. Many workers sign an NDA as part of the administrative requirements of the job without knowing in detail the limitations of the information in question. Workers in some cases, were not even given a copy of the agreement or were not provided with training on the obligation to maintain company secrets. This creates an imbalance in the bargaining position and has the potential to give rise to counterclaims because it is considered to cause unilateral losses. The effectiveness of

¹⁴ Ahmad Nurun, "Efektivitas Legal Awareness Legal Obedience Masyarakat Dan Pemerintah Sebagai Faktor Tegaknya Negara Hukum Di Indonesia," *Jurnal Sociohumaniora Kodepena (JSK)* 6, no. 1 (2025): 32–45, <https://doi.org/10.54423/jsk.v6i1.204>.

¹⁵ Rio Christiawan and Retno Wulandari, *Hukum Kontrak Bisnis*, ed. Kurniawan Ahmad, Cetakan Pe (Jakarta: Sinar Grafika, 2023).

NDA as a legal tool is compromised if the parties do not have a proportionate understanding and are not given adequate legal education.

The use of NDA in Indonesia in the context of legal culture is still not a common practice, especially among micro and medium enterprises. Many business actors still consider verbal agreements or personal trusts to be more important than written contracts. This culture hinders the establishment of an orderly information protection system. In addition, there is still an assumption that NDA is only needed in the high-tech sector or creative industries, even though all types of businesses that manage customer data, sales strategies, or manufacturing technology are very vulnerable to information leakage. Therefore, there needs to be a shift in legal culture for NDA to be accepted as a common norm in employment relations.

Several studies in Indonesia highlight that the effectiveness of NDA is often not achieved due to the absence of concrete evidence of violations that occur. Employers have difficulty proving that workers leaked information, especially if the leak occurred digitally and across devices. There are some NDAs that do not contain a clear definition of "confidential information", making them prone to multiple interpretations in court.¹⁶ In contrast to these findings, in the case that is the focus of this study, the judge's decision shows that the court can recognize a breach of confidentiality as the basis for the termination of employment if the clause has been explicitly regulated in the company's regulations. This proves that the effectiveness of an NDA is highly dependent on the quality of the substance and legal formalization of the agreement.

Based on an analysis of five factors of legal effectiveness, it can be concluded that the effectiveness of NDAs in providing legal protection for workers' trade secrets in Indonesia is still partial. Normatively, NDAs are valid and recognized in the civil agreement system. However, its actual effectiveness is highly dependent on the existence of support devices, validation systems, legal education for workers, and consistent interpretation by judges. As long as there is no strengthening of regulations and a supportive legal culture, NDA risks becoming a mere administrative instrument without strong legal coercion. Therefore, systemic reforms are needed so that NDA is not only a symbol of legal protection, but can actually provide substantive protection for the company's business interests.

CONCLUSION

The effectiveness of a *Non-Disclosure Agreement* (NDA) as a legal protection tool for a company's trade secrets in employment relations depends largely on how the instrument is formulated and enforced systematically. A review of Decision Number: 14/Pdt.Sus-PHI/2020/PN Dps shows that the court can recognize a violation of the confidentiality clause as a serious offense, provided that the substance of the NDA is integrated into the company's regulations or a valid employment contract. This means that an NDA requires not only formal legitimacy, but also structural forces that make it aligned with the labor law framework. This opens up space for the implementation of NDA more broadly, not only as an additional contract, but as a strategic protection mechanism in HR management and business information. Based on these findings, concrete recommendations from the research can be made through the renewal of internal company policies, particularly in the drafting

¹⁶ Rezekista Wulandari, "Efektifitas Hukum Pelaksanaan Administrasi Notaris Berbasis Informasi Dan Transaksi Elektronik" (Universitas Islam Sultan Agung Semarang, 2022).

of employment contracts and company regulations that include confidentiality clauses explicitly and operationally. In addition, companies need to implement an internal legal education program so that workers comprehensively understand the limitations and responsibilities inherent in the NDA. The government also needs to provide normative guidelines on minimum NDA standards in the employment sector in order to create clarity of legal interpretation and consistency of judgments in court.

REFERENCES

- Amelia, Febrianti Anastasya Sarah, Irhamsah, and Felicitas Sri Marniati. "Perlindungan Hukum Perusahaan Terkait Pelanggaran Rahasia Dagang Dalam Perjanjian Kerja." *Journal of Innovation Research and Knowledge* 4, no. 11 (2025): 8263–72. <https://www.bajangjournal.com/index.php/JIRK/article/view/10045>.
- Benia, Elsa. "Analisis Perlindungan Hukum Rahasia Dagang Pada Perjanjian Waralaba Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang." *Padjadjaran Law Review* 10, no. 2 (2022): 169–78. <https://doi.org/10.56895/plr.v10i2.1017>.
- Christiawan, Rio, and Retno Wulandari. *Hukum Kontrak Bisnis*. Edited by Kurniawan Ahmad. Cetakan Pe. Jakarta: Sinar Grafika, 2023.
- Haris, Akmal, Rayhan Nizam Mahendra, Muhammad Rafli Firdausi, and Sherlin Lovina Manalu. "Hak Dan Kewajiban Peserta Magang : Perlindungan Hukum Yang Harus Diketahui." *Journal of Multidisciplinary Inquiry in Science, Technology and Educational Research* 2, no. 1 (2025): 1426–38. <https://doi.org/10.32672/MISTER.V2I1B.2690>.
- Hidayatuulah, Muhammad Alif. "Penyelesaian Sengketa Pembocoran Rahasia Dagang Sebagai Pertanggungjawaban Karyawan UD Mebel Indah Pasuruan (Studi Kasus Pada UD Mebel Indah Gentong, Kota Pasuruan)." *Yurijaya, Jurnal Ilmiah Hukum* 6, no. 2 (2024).
- Indrawanto, Setya. *Merajut Keberlanjutan Usaha: Panduan Hukum Dagang Dan Bisnis*. Edited by Tim Indonesia Delapan. Jakarta: PT Indonesia Delapan Kreasi Nusa, 2024.
- Khairi, Mawardi, Lelisari, Nurjannah S., Novita Listyaningrum, and Inggit Akim. *Buku Ajar Hukum Ketenagakerjaan*. Cetakan Pe. Yogyakarta: Budi Utama, 2021.
- Nawir, Iin Hidayah, Rembrandt Rembrandt, and M. Hasbi. "Perlindungan Hukum Pengguna Jasa Dalam Penyelesaian Pencairan Jaminan Pelaksanaan (Performance Bond) Kontrak Kerja Konstruksi Pemerintah." *Unes Journal of Swara Justisia* 7, no. 2 (July 4, 2023): 514–33. <https://doi.org/10.31933/ujsj.v7i2.362>.
- Nurun, Ahmad. "Efektivitas Legal Awareness Legal Obedience Masyarakat Dan Pemerintah Sebagai Faktor Tegaknya Negara Hukum Di Indonesia." *Jurnal Sociohumaniora Kodepena (JSK)* 6, no. 1 (June 4, 2025): 32–45. <https://doi.org/10.54423/jsk.v6i1.204>.
- Permadi, Rangga Setya, and Mega Dewi Ambarwati. "Tanggung Jawab Hukum Bagi Pekerja Yang Tidak Melaksanakan Employee Branding." *Media Hukum Indonesia (MHI)* 3, no. 3 (June 11, 2025). <https://ojs.daarulhuda.or.id/index.php/mhi/article/view/1638>.
- Ramli, Ahmad M., Dewi Sinta, Laina Rafianti, Tasya Safiranita Ramli, Sherly Ayuna Putri,

and Maudy Andreana Lestari. "Pelindungan Rahasia Dagang Dalam Industri Jasa Telekomunikasi (Protection of Trade Secrets in Telecommunication Industry." *Jurnal Ilmiah Kebijakan Hukum* 15, no. 2 (2021).

Ratnaningsih, I Dewa Ayu Sri, and Cokorde Istri Dian Laksmi Dewi. "Sahnya Suatu Perjanjian Berdasarkan Kitab Undang-Undang Hukum Perdata." *Jurnal Risalah Kenotariatan* 5, no. 1 (January 31, 2024): 11-18. <https://doi.org/10.29303/risalahkenotariatan.v5i1.204>.

Terok, Victor Alfonsu S. Andrew, Firdja Baftim, and Rudy M. K. Mamangkey. "Tinjauan Yuridis Terhadap Rahasia Dagang Sebagai Bagian Dari Hak Atas Kekayaan Intelektual." *Lex Privatum* 15, no. 4 (2025). <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/61663>.

Wulandari, Rezekista. "Efektifitas Hukum Pelaksanaan Administrasi Notaris Berbasis Informasi Dan Transaksi Eletronik." Universitas Islam Sultan Agung Semarang, 2022.

Yanthi, Tri. "Klausul Non-Kompetisi Dalam Perjanjian Kerja Sebagai Bentuk Perlindungan Rahasia Dagang." *Co-Value Jurnal Ekonomi Koperasi Dan Kewirausahaan* 15, no. 8 (2025). <https://doi.org/10.59188/covalue.v15i8.5025>.

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