

## Analysis of Profits and Risks of Ice Tea Franchise Cooperation in Palopo City Perspective Sharia Economics

Nur Amal Mas<sup>1</sup>, Nining Winda Irawati<sup>2</sup>, Lutfiah Kartika<sup>3</sup>, Muh. Yusran<sup>4</sup>

<sup>1234</sup> State Islamic Institute (IAIN) Palopo, Indonesia

Email: nuramalmas@iainpalopo.ac.id

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### Keywords:

Franchise; cooperation agreement;  
*Shirkah inan*

### Abstract

*This paper discusses how Islamic economic principles influence the expansion of franchise businesses across various sectors. The study analyzes the form of franchise cooperation agreements for Es Teh Nusantara, Es Teh Ori, and Es Teh Poci, as well as a review of Islamic economic principles concerning the benefits and risks of these franchises. The research method used is qualitative, with primary data from observations, in-depth interviews, and documentation. The research findings indicate that the three tea drink franchises exhibit similar cooperation patterns, where the franchisor grants rights to the franchisee and imposes obligations to run the business according to the franchisor's concept. One element of the franchise contract is the licensing by the franchisor to the franchisee to use Intellectual Property Rights (IPR) in exchange for royalty payments. This franchise business falls under *syirkah inan*, which is a form of capital cooperation between two or more parties with profit or loss sharing according to the capital contributed, using a *mudharabah* or profit-sharing system. The agreement used is similar to an *ijarah* agreement, involving the transfer of IPR benefits from the franchisor to the franchisee for a specific period.*

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## INTRODUCTION

The difficult situation of finding a job to fulfil the needs of life has become very vital (Utami, 2010). So that many people choose to become entrepreneurs by running businesses in the fields of services, manufacturing and trade. One of the trending business methods among young people and the community is the franchise business (Latif, 2014). Franchise is a business model built by franchisors who own intellectual property rights (IPR) along with operational mechanisms that are shared with franchisees to run (Idrus et al., 2017). Franchises can be found in food, beverage, electronic culinary businesses and so on. There are 2000 local or foreign franchise brands and reach a turnover of IDR 150 Trillion which continues to increase in number (Okezone.Economy, 2019). This franchise business is an effective economic activity step in fulfilling life needs by applying the principle of business cooperation between the franchisor and the franchisee (Kotimah & Santoso, 2017).

So far, studies on franchise cooperation in retail businesses tend to analyse normative relationships that are studied from an Islamic economic perspective. The tendency of the normative aspect can be seen in three types of research. First, studies on franchising that identify the legal basis for the emergence of franchise transactions are *mabda' hurriyyah at-ta'auq* (principle of freedom of contract) and *mabda' al-ibahah* (principle of *ibahah*). The review of Islamic law allows franchising or commercialising intellectual property rights that provide benefits between parties on the basis of the *ijarah al manafi'* contract (Idrus et al., 2017). Second, studies that evaluate the existence of franchises as the most popular business opportunity in Indonesia. Because in it there is a collaboration to easily achieve financial benefits, make all parties responsible for the business cooperation agreement and strengthen the relationship (Ghufron & Fahmiyah, 2019). Third, studies that emphasise franchising as a way to distribute services and goods to

customers with the mechanism of the franchisor handing over permits/identities/legality to be used by the franchisee and agreed upon within a certain period of time. This business model is similar to the contract model incorporated with the syirkah (profitsharing cooperation) contract type (Riezka Eka Mayasari, 2018).

Profit-sharing transactions create a relationship involving capital contributions and expertise that upholds the principle of responsibility with the agreement that the right to profit-sharing arises when the business makes a profit. The level of profit required can be explained as the cost of capital spent. And profits and risks will be borne together (profit and risk sharing). (Muhammad Erland Fauzi, 2017).

This paper is focused on perfecting the weaknesses of previous studies on franchise cooperation in the culinary business sector by analysing the contract and mechanism of cooperation between the manager (franchisee) and the founder of the Es Teh Anak Bangsa brand (franchisor) located on Jl. Dr. Ratulangi Palopo City and FEBI IAIN Palopo and Es The Indonesia on Jl. Dr. Ratulangi Palopo City which is reviewed based on the views of sharia economics, where franchise business practices have existed in the midst of society and become an instant business package that is directly implemented by business activities, without the need to think about elusive business strategies in the field of marketing, advertising and marketing. Ratulangi Palopo City which is reviewed based on the views of sharia economics, where franchise business practices have existed in the midst of society and become an instant business package that is directly implemented business activities, without the need to think about elusive business strategies in the fields of marketing, advertising, inventory of raw materials / goods, standard operating procedures and so on. So that this franchise business really helps entrepreneurs run their business from the opening process to selling it because entrepreneurs get the brand along with the system.

This paper is based on an argument that Islamic economic principles have directly influenced the expansion of franchise businesses in the region and in various business fields. There is an alliance between parties who include capital to run an agreed business and then share profits and risks based on a mutual agreement. The fuqaha pointed out that something halal and beneficial can be determined, therefore in bermuamalah it is permissible to innovate in economic activities as long as the object of the franchise is not in the form of goods or something forbidden in Islam so that the existence of this franchise business can be supported by sharia economic principles by analysing the mechanism of the cooperation agreement along with the benefits and risks.

## METHODS

The type of research used is qualitative research, the subject of this research is the iced tea franchisee, namely poci iced tea, ori iced tea, nusantara iced tea and anak bangsa iced tea spread across Palopo City. The object of this research is the mechanism of the ice tea franchise cooperation form in Palopo City as well as the aspects of profit and risk reviewed based on the perspective of Islamic economics. This research uses primary data in the form of observation results, in-depth interviews and documentation. Based on data collection instruments, the data obtained is analysed using Descriptive Analysis with an interactive analysis model that intends to provide a description, explain the overview of various conditions, circumstances, events or social realitas phenomena found in the field which is the object of research, by dragging the phenomenon to the surface as a picture, sign, model, trait, character and certain characteristics.

The analysis in question is to describe and describe the analysis of business profits and risks in franchise cooperation from a sharia economic perspective

## RESULTS AND DISCUSSION

### General Description of Tea Franchisee Business in Palopo City

According to Nur Afni, the manager of the ori iced tea in her interview mentioned that the culinary business is a business that one never runs out of ideas to make new breakthroughs in selling various types of food and drinks and is classified as very easy to do for some people who have small capital. The short-term goals to be achieved in the ori iced tea business are to create quality tea products, provide the best service to customers, while the long-term goals are to open up jobs for others and become a popular iced tea in all circles of society. Iced tea poci also has a vision and mission in running its business as the results of the narrative from Emi stated that the vision of Iced Tea Poci wants to realize Iced Tea Poci as a fresh drink with a sweet taste to make the most favourite drink in the community with superior quality and safe for health, while the mission is to provide quality Iced Tea Poci that is hygienic and natural, create new, jobs, and increase consumer interest in natural drinks. Nur Afni continued that a franchise is a type of business that is owned and operated by different individuals but has the same brand name, so the brand looks very large and spread everywhere. The details of the list of franchise outlets spread across Palopo City can be seen in the following table:

Table 1

#### LIST OF ICED TEA FRANCHISEE OUTLETS IN PALOPO CITY

No	Franchisee Name	Number of Outlets	Outlet Address
1	Poci Iced Tea	10	1. Poci Iced Tea Outlet Jl. Dr Ratulangi 2. Poci Iced Tea Outlet Jl. Andi Djemma 3. Poci Iced Tea Outlet Jl. General Sudirman 4. Iced Tea Poci Outlet Jl. Mangga 5. Iced Tea Poci Outlet Jl. Andi Kambo 6. Poci Iced Tea Outlet Jl. Yosudarso 7. Poci Iced Tea Jl. Binturu 8. Poci Iced Tea Jl. Latamacelling 9. Poci Iced Tea Jl. KH. Muh. Kasim 10. Poci Iced Tea Balandai
2	ORI Iced Tea	7	1. ORI Iced Tea Jl. Malaja 2. ORI Iced Tea Jl. Anggrek 3. ORI Iced Tea Tea Jl. Ahmad Razak 4. ORI Iced Tea Jl. Lagaligo 5. ORI Iced Tea Jl. Tandipau 6. ORI Iced Tea Jl. Cakalang 7. ORI Iced Tea Jl. Nyiur
3	Nusantara Iced Tea	3	1. Nusantara Iced Tea Jl. Andi Pawesiang 2. Nusantara Iced Tea Jl. H. Andi Kasim 3 Nusantara Iced Tea Jl. Andi Kambo

4	Anak Bangsa Iced Tea	2	1. Anak Bangsa Iced Tea Jl. Bakau No. 11 2. Anak Bangsa Iced Tea Jl. Dr Ratulangi
5	Indonesia Iced Tea	2	1. Indonesia Iced Tea Jl. Andi Djemma No. 92 2. Indonesia Iced Tea Jl. Dr. Ratulangi No. 137
6	Sultan Indonesia Iced Tea	1	Sultan Indonesia Iced Tea Jl. Cakalang Baru

Source : Observation results

The franchise business format, especially in the field of culinary drinks, is very popular with the people of Palopo City. There are 25 outlets with 6 brands of iced tea spread throughout Palopo City. The results showed that the franchise business format applied was manufacturing franchise. It is a type of franchise that gives the right to a business entity/individual to make a product and sell it to the public by using the trademark of the franchisor. The franchisor provides a trade name, patent trade secret, know-how of a production process. Franchisees market those goods with the same production standards and brands that the franchisor has. So that the franchise business runs a business with a trademark, product and operational system that already exists so that the franchisee only has to run the business.

### Mechanism of franchise co-operation

The mechanism for this iced tea franchise cooperation is as follows:

First, prospective partners can directly contact the marketing team via Instagram DM. Then the admin sends the business package, price and terms and conditions.

Secondly, potential partners transfer money to an account in the name of the ice tea company according to the business package taken.

Third, prospective partners wait for the delivery of facilities and materials for one month. The facilities received are brand licence, E-book of instructions, social media content, A quality booth (Uk 100 x 50 x 80 cm), iced tea container, cooler box, ice cube scoop, wooden spoon, strainer, thermos, electric teapot, seal machine (sealing the top of the glass), packaging, cups with iced tea labels as many as 100pcs, straws 100pcs and of course raw tea ingredients with various flavours.

Fourth, the ice tea pot provides SOP (standard operating procedure) which is provided in the form of a video and the raw materials have been packaged in the form of sachets to make it easier for partners when selling. As well as conducting training according to the agreement with the ice tea poci team.

Fifth, the franchisor of ice tea controls business development through WhatsApp chat which is routinely controlled every month.

The elements of the paragraph above are as follows:

1. Franchise is a reciprocal agreement between the franchisor and the franchisee.
2. Franchisees are obliged to pay a fee to the franchisor.
3. Franchisees are allowed to sell and distribute the franchisor's goods or services in the manner specified by the franchisor or follow the franchisor's business methods.
4. Franchisees use the company name brand or also the franchisor's commercial symbols/logos.

5. Franchisees have certain business units (outlets) that will utilise the franchisor's business package.
6. There is a written agreement in the form of a standard agreement between the franchisor and franchisee.

## DISCUSSION

### Franchise Cooperation in the Perspective of Islamic Economics

Franchise business is a business venture system that is currently favoured by many people. Through the franchise system, doing business becomes easier. Because, the franchise business uses a business system where the franchisor gives the franchisee the right to be able to use or take advantage of intellectual property rights or inventions owned by the franchisor through an agreement. franchising is justified according to Islamic law as long as it fulfils the pillars and conditions of the agreement, the principles of muamalah are also fulfilled. Franchise business opens up many business opportunities for the community and can improve the welfare of the community. In the franchise business itself, openness, honesty and prudence are applied. Although its presence has an impact on small businesses around it, the competition created is healthy competition. The franchise business model is basically a derivative or development of the shirkah form. In the Franchise business scheme, the terms of the contract, such as the percentage of profit sharing, must be stated completely and clearly in an agreement based on a syirkah contract. This is in line with the results of interviews conducted with franchise businesses in Palopo, namely:

Table 2  
Franchise Cooperation Concept

No	Franchise	Cooperation
1	Nusantara Iced Tea	The franchisor and the archipelago iced tea franchise make a cooperation agreement through social media Instagram to do an online contract, then only after that a location visit is carried out by the franchisor. The terms and conditions that exist in the archipelago's iced tea franchise contract with anak bangsa iced tea are that we are required to have business capital and also a place of business. Generally, the business location must be strategic, near public places or near the highway plus some vision and mission that must be the same and other requirements. Only then are partners sent various facilities based on the agreement and allowed to use the brand licence of the archipelago iced tea. Prospective partners pay royalties at the beginning of the contract.
2	ORI Iced Tea	The process of submitting cooperation through the official Instagram social media eh teh ori, continued through whatsapp and the official website of es teh ori. The franchise owner is required to have a location and capital in this franchise cooperation. After making an agreement between the franchise party and the franchisor, a location review is carried out regarding the feasibility of a place of business. after that, the franchisor sends a business package based on what has

		been agreed upon and has been paid in advance by prospective partners. As for the facilities obtained by partners, namely booths, 100 servings of raw materials, complete equipment and brand licences. In addition, business owners are also required to pay royalties for the use of the ori ice brand once at the beginning when making the licence.
3	Poci Iced Tea	The cooperation process is carried out on social media Instagram, then partners pay a certain amount of money based on the agreed business package. Other requirements besides business capital, prospective partners are also required to have capital and a business location. After that, business owners will receive a number of business packages and have the right to use brand licences. Prospective partners pay a certain amount of money for brand royalties at the beginning or when the contract agreement occurs.

Source : Interview Results

Based on the results of these interviews, it can be concluded that the three tea beverage franchises have the same pattern of cooperation. where the franchisor grants rights to the franchisees, and imposes obligations to carry out its business in accordance with the franchisor's concept. One of the contents of the substance of the franchise business contract is the granting of a licence (permission) by the franchisor to the franchisee to utilise or use Intellectual Property Rights (IPR) or the franchisor's characteristics in running its business in exchange for a certain amount of royalty to be paid by the franchisee.

Thus, in principle, the implementation of a franchise is not much different from opening a branch office. It's just that in the opening of a branch office everything is funded and done by yourself, while in the franchise the implementation of the business expansion is funded and done by another party called the Franchisee at his own risk and responsibility, in the form of his own business, but in accordance with the direction and instructions and instructions of the Franchisor.

In the concept of Islamic economics, it is permissible because it does not contradict the rules in bermu`amalah should not be out of the general principles, namely:

1. All forms of muamalah are permissible, except those prescribed otherwise by the Qur'an and the sunnah of the Prophet.
2. Muamalah is conducted on a voluntary basis, without coercion.
3. Muamalah is carried out on the basis of consideration of prioritising benefits and eliminating madlarat in society
4. Transactions implemented with look after values justice , avoid from elements persecution and usurpation chance in narrowness .

The franchise business system in Islam, establishing the value of shariah as a business moral filter aims to avoid various business moral deviations, the filter is with a commitment to stay away from the seven taboos maghrib (west), namely:

1. Maisir, which is any form of gambling speculation that is sectorally lethal and unproductive.
2. Immoral, i.e. business practices that violate decency and social norms.
3. Gharar, which is any transaction that is not transparent and unclear so that it has the potential to harm one of the parties.
4. Haram, i.e. all transactions and business projects that are forbidden by Shariah.

5. Riba, which is any form of distortion of currency into commodities by charging additional (interest) on credit or loan transactions and exchange or barter over similar ribawi goods.
6. Ikhtikar, which is the hoarding and monopolisation of goods and services for the purpose of price gaming.
7. Harmful, i.e. all forms of transactions and businesses that are harmful to individuals and society and contrary to the interests of the people.

In this case, the franchise business is classified as syirkah inan, which is cooperation between two or more people in capital to carry out a joint business by sharing profits or losses according to the amount of each other's capital and profits with a mudharabah system or profit sharing. The substance of the contract is close to the ijarah contract, which is the transfer of ownership of the benefits of Intellectual Property Rights from the franchisor to the franchisee for a fee within a certain time limit. The object of the contract in the form of Intellectual Property Rights, when viewed from the angle of Islamic law concerns copyright issues in the franchise system which includes trademarks or services, logos, integrated business operational systems that characterise the franchisor's business. can be formulated as follows: First, the agreement in business. In franchising, the principle of openness and caution is required. This is in accordance with the pillars and conditions of the contract according to Islamic law, namely the existence of the subject of the agreement (al-'aqidain), the object of the agreement (Mahallul 'Aqd), the purpose of the agreement (maudhu'ul 'aqd) and ijab and kabul (sighat al-'aqd), as well as the prohibition of gharar (uncertainty) transactions.

## Profit and Risk

### Profit

Profit is the result obtained from investment. profit can be in the form of realised return, which is the profit that investors have earned in the past (actual return) and expected return which is the level of profit that has not yet occurred, but is anticipated by investors in the future or the return that is expected to occur in the future. (Najmuddin, Ed) Realised profits are calculated based on historical data which is useful as a basis for determining expected profits.

Based on the results of interviews conducted on 3 tea beverage franchises in the city of Palopo, namely Iced tea pot, iced tea archipelago, and iced tea ori, 100% profit is taken or obtained in full by the franchisee business owner without distribution or deduction to the franchisor because the business owner has paid a certain amount of money to use the brand license, as well as buy raw materials from the franchisor. This is in line with the initial agreement made by the franchisor and the franchisee. In this case, the franchise business owner is the full capital owner in the business and only buys materials and licences from the franchisor.

The distribution of the profit proportion is in line with the concept of Islamic economics as follows:

- a. The proportion of profit distributed to the partners is agreed upon at the beginning of the contract. If the proportion has not been determined, the contract is not valid according to Shariah.
- b. The profit ratio/rate for each business partner should be set according to the actual profit earned from the business, and not set based on the capital contributed. It is not permissible to stipulate directly for a particular partner, or a certain level of profit attributed to his investment capital.
- a. Profit sharing in franchisee businesses in Palopo city is in line with the views of Islamic jurists in determining the proportion of profit as follows: a. Imam Malik and Imam Shafi'i are of the opinion that the proportion of profit is shared between them according to the agreement

stipulated earlier in the contract in accordance with the proportion of capital contributed. b. Imam Ahmad is of the opinion that the proportion of profit may also differ from the proportion of capital that they put in. c. Imam Abu Hanifah, who can be said to be the middle opinion, is of the opinion that the proportion of profit may differ from the proportion of capital under normal conditions. However, if a partner decides to become a sleeping partner, his proportion of profit should not exceed his proportion of capital.

### Risk

Risk can be defined as unexpected loss, deviation from expected, unfavourable event. Risk as a possible deviation from expected results, this notion can be operationalised using standard deviation which calculates the dispersion (deviation) from expected results.

Table 3  
Handling risks in franchisee businesses

No	Franchise	Risk
1	ORI Iced tea	In this case, the risk is borne by the business owner. As for the risks that can be faced, namely on the remaining raw materials, because the iced tea made today cannot be sold tomorrow to maintain the taste of the tea itself. However, this risk can be easily overcome by business owners, namely by predicting the sale of iced tea every day so that raw materials are not left over, if it turns out that on that day there are many orders, they will immediately make it again because the process is also fairly easy.
2	Nusantara Iced tea	The challenges faced by iced tea Nusantara are raw materials that cannot last long until the next day and cannot predict sales on that day.
3	Iced tea Teapot	The one who bears these risks is the owner of the franchise business. The business owner overcomes the risk, with a positive and patient attitude because the informant considers the risk as a normal thing because it is called the raw material of tea that cannot last until the next day because he said he could not predict sales on that day.

Source : Interview Results

Based on the interview, it explains that the risk is borne by the business owner. Risks can occur if the supply of tea for sale on that day is not sold out, while the tea material cannot last long and be resold because it can reduce the taste of the tea. However, this risk can be easily overcome by business owners, namely by predicting the sale of iced tea every day so that raw materials are not left over, if it turns out that on that day there are many orders, they will immediately make it again because the process is also fairly easy.

Franchise business or known as a franchise is indeed one type of business that is in demand by the public, no doubt it has mushroomed and spread widely, causing faster market penetration. There are so many advantages or conveniences obtained when exploring this franchise business, starting from the franchisee not needing to build a business from scratch, a smaller level of risk, and continuous training and support from the franchisor. For some business people, this business can increase economic activity and provide opportunities that can be more promising when compared to businesses in general. Franchising is an effective way to expand business networks and in responding to the challenges of modern times.

### CONCLUSION



The franchise business uses a business system where the franchisor gives the franchisee the right to be able to use or utilise intellectual property rights or inventions owned by the franchisor through an agreement. franchising is justified according to Islamic law as long as it fulfils the pillars and conditions of the agreement, as well as the principles of muamalah.

The three tea beverage franchises (Es Teh Nusantara, Es Teh Ori, Es Teh Poci) have the same cooperation pattern. where the franchisor grants rights to the franchisees, and imposes obligations to carry out its business in accordance with the franchisor's concept. One of the contents of the substance of the franchise business contract is the granting of a licence (permission) by the franchisor to the franchisee to utilise or use Intellectual Property Rights (IPR) or the franchisor's distinctive features in running its business in exchange for a certain amount of royalty to be paid by the franchisee. In this case, the franchise business is classified as syirkah inan, which is cooperation between two or more people in capital to carry out a joint business by sharing profits or losses according to the amount of their respective capital and profits with a mudharabah or profit-sharing system. The substance of the contract is close to the ijarah contract, which is the transfer of ownership of the benefits of Intellectual Property Rights from the franchisor to the franchisee for a fee within a certain time limit.

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