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Sharia Cooperative Compliance Analysis of Mujur Aceh Sharia Financing Saving and Loan Cooperative

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ABSTRACT

This research aims to assess the compatibility of contracts, Standard Operating Procedures (SOPs), and marketing materials used by KSPPS Mujur with Sharia principles. KSPPS Mujur transitioned to the Sharia system following the implementation of Qanun LKS but has yet to establish an active Sharia Supervisory Board. The research method employed is Critical Analysis, which is a descriptive method enriched with critical analysis based on Sharia principles and Sharia oversight theory as an additional reference. The research findings indicate that the contracts, SOPs, and marketing materials of KSPPS Mujur do not meet Sharia standards. The implications of this research include the importance of Sharia oversight and the establishment of Sharia Boards at the district/city level in Aceh, the need for document revisions to align with Sharia principles, and serving as a foundation for further research contributing to the development of Islamic financial institutions.

A. Introduction

Law No. 11/2006 is the basis for the implementation of Islamic Sharia in Aceh.¹ All of its implementation is regulated in the form of Qanuns, which are a concrete form of the exercise of constitutional authority. One controversial Qanun is

¹Pemerintah Pusat Indonesia, “Undang Undang Republik Indonesia Nomor 11 Tahun 2006 Tentang Pemerintahan Aceh,” dalam *Peraturan Perundang-Undangan* (Jakarta: Pemerintah Pusat, 2006).

Aceh's Qanun No. 11/2018 on Sharia Financial Institutions (Qanun LKS).² Despite the pros and cons in the community, this Qanun provides impetus for the development of the Islamic finance industry in Aceh.³ The local government plays an important role in developing this industry. The Qanun LKS was promulgated on 4 January 2019, and requires all financial institutions in Aceh to conform their activities to sharia principles within three years. Consequently, all financial institutions, including banks and co-operatives, must operate in accordance with sharia principles or leave Aceh. Since 2021, no more conventional financial institutions will operate in Aceh.

Significant legal changes such as the implementation of the Qanun on Sharia Financial Institutions (LKS) in Aceh require careful preparation to ensure a good understanding and readiness of all parties involved. The situation on the ground shows that the implementation of the Qanun on Sharia Financial Institutions (LKS) in Aceh is sometimes rushed and many LKS are not ready for this change. Cooperatives are one of the types of LKS that are not ready to face the changes. In fact, according to Azhari, Head of the Aceh Cooperatives and MSMEs Office, by 2022 only about 254 units out of a total of 3,077 cooperative units in Aceh will have successfully undergone the conversion process to the Islamic financial system.⁴ His data reflects that there are still many cooperatives that are not ready to fulfil the terms and conditions stipulated in the Qanun LKS. This could be due to a number of factors, such as limited resources, lack of understanding, and operational challenges in adapting to sharia principles.⁵

²Akla Rizka Alamsyah dan Yaser Amri, "Pro dan kontra konversi bank konvensional menjadi perbankan syariah," *Jurnal Investasi Islam* 6, no. 2 (30 Desember 2021): 118–30, <https://doi.org/10.32505/jii.v6i2.3567>; Zulfahmi LNU, "Eksistensi Qanun Nomor 11 Tahun 2018 Tentang Lembaga Keuangan Syariah Terhadap Konversi Bank Konvensional Menjadi Bank Syariah," *Jurnal Hukum Ekonomi Syariah* 5, no. 01 (25 Juni 2021): 49–63, <https://doi.org/10.26618/jhes.v5i01.3276>.

³Rahmawati Rahmawati dan Khairul Putriana, "Tantangan Konversi Bank Konvensional Menjadi Bank Syariah di Aceh Berdasarkan Qanun Lembaga Keuangan Syariah No 11 Tahun 2018," *TAWAZUN: Journal of Sharia Economic Law* 3, no. 2 (30 September 2020): 229–36, <https://doi.org/10.21043/tawazun.v3i2.7725>.

⁴Hasan Basri dan Masrian Mizani, "Kadiskop UKM Aceh: Masih Banyak Lembaga Keuangan di Aceh Belum Sesuai Syariah," <https://www.acehtrend.com/>, 5 Agustus 2022, <https://www.acehtrend.com/>.

⁵Al Yasa' Abubakar, *Syariat Islam di Aceh Sebagai Keistimewaan Dan Otonomi Asimetris (Telaah Konsep dan Kewenangan)*, ed. oleh R. Nurdin, 1 ed. (Aceh Besar: Sahifah, 2019).

Mujur Sharia Financing Saving and Loan Cooperative (KSPPS) is the most advanced cooperative in West Aceh.⁶ Every cooperative is required to implement sharia principles in its operations including contracts and procedures. However, the facts show that the cooperative's operations cannot be ensured to run in accordance with sharia principles, this is because the Sharia Supervisory Board (DPS) is not involved in supervising the activities of the Cooperative in Sharia.⁷ Therefore, the process of transactions and lending and borrowing cannot be ensured in accordance with sharia provisions even though legally it has shown sharia principles.

Based on previous research that has discussed similar topics, for example Suryani's research which focuses on assessing cooperative compliance with sharia principles using PERMEN K.UMKM No.35 of 2007 as a benchmark.⁸ his study expands the approach by using DSN-MUI Fatwas as benchmarks, providing a more comprehensive perspective in measuring cooperative compliance with sharia principles and exploring the role of the Sharia Supervisory Board (DPS). Noni's research highlights the performance of DPS, while this research focuses on the level of cooperative compliance with sharia principles without considering the role of DPS.⁹ This research provides a more comprehensive understanding of how DPS plays a role in ensuring cooperatives' compliance with sharia principles in the Islamic finance industry. Thalita, provides a different view on the impact of co-operative conversion due to the implementation of Qanun LKS.¹⁰ This study focuses on the extent to which the converted cooperatives actually comply with sharia principles without DPS. This provides new insights into the conversion of co-operatives in ensuring compliance with sharia principles, relevant in the context of the Islamic finance industry in Aceh.

⁶Harun Nasution, Johan Hendrik Meuleman, dan Jujun S. Suriasumantri, *Tradisi Baru Penelitian Agama Islam: Tinjauan Antar Disiplin Ilmu*, ed. oleh Mastuhu; D. Ridwan (Bandung: Nuansa, 1998).

⁷M. Abdullah, *Koperasi Syariah: Konsep dan Implementasi* (Jakarta: Rajawali Press, 2012).

⁸Ziara Sri Utari, "Analisis Kepatuhan Koperasi Terhadap Prinsip Syariah Berdasarkan Permen K.UMKM Nomor: 35.3/PER/M.KUMKM/X/2007 (Studi Kasus Koperasi Pertanian 'Ingin Jaya' Kecamatan Desa Ranto Tahun 2015)" (Skripsi, IAIN Lhokseumawe, 2018).

⁹Noni Alpiani, Rully Trihantana, dan Bayu Purnama Putra, "Analisis Kinerja Dewan Pengawas Syariah (DPS) di Koperasi Simpan Pinjam dan Pembiayaan Syariah (KSPPS) Khairu Ummah Leuwiliang," *SAHID BUSINESS JOURNAL* 1, no. 01 (26 Februari 2022): 21–28, <https://doi.org/10.56406/sahidbusinessjournal.v1i01.10>.

¹⁰Thalita Latifa, Zaki Fuad, dan Dara Amanatillah, "Analisis Persepsi Konversi Koperasi Syariah (Studi pada Stakeholder dan Anggota Koperasi Pegawai Republik Indonesia (KP-RI) Beringin Pemerintah Kota Banda Aceh)," *EKOBIS SYARIAH* 5, no. 2 (6 Desember 2021): 29, <https://doi.org/10.22373/ekobis.v5i2.11552>.

This research has significant theoretical and practical benefits. From a theoretical perspective, this research will contribute to the literature of Islamic finance and Islamic cooperatives.¹¹ This research can be an important reference source for researchers and academics in understanding the implementation of sharia principles in the operations of Islamic savings and loan and financing cooperatives, and can be used to develop a framework for analysing sharia principles. From the practical side, this research can provide guidance for KSPPS Mujur to improve compliance with sharia principles, especially in terms of contract contracts, SOPs, and marketing documents. In addition, the research results can serve as a basis for regulators and the government to formulate more effective policies in the implementation of sharia principles in Islamic savings and loan and financing cooperatives, which has the potential to strengthen supervision, encourage better implementation of sharia principles, and increase public trust in these cooperatives. Thus, this research has the potential to have a positive impact on the development of Islamic financial institution practices as a whole.

B. Metode

This research uses a qualitative approach, but does not ignore quantitative data and approaches when needed. However, the main approach used is qualitative, because this research produces descriptive data, not statistical data or numbers. The research design that can be used is a case study that allows researchers to conduct an in-depth analysis of KSPPS Mujur as a representative unit of analysis. The strategy used in this qualitative research is narrative. In the context of this research, the management of KSPPS Mujur as the subject (informant) was asked for information on existing documents. After the primary data documentation process, which includes internal documents of the Mujur Sharia Financing Savings and Loan Cooperative (KSPPS), such as contract contracts, Standard Operating Procedures (SOPs), and marketing documents, violations of sharia principles will be checked. These violations will be included in the DPS worksheet, which is a sharia opinion that refers to the views given by DPS regarding contracts, products, or activities carried out by LKS, LBS, and others. Furthermore, this research uses the critical analysis method. This method is the result of the development of the descriptive method initiated by Jujun S. Suriassumantri as a paradigm of togetherness. This method is widely used to examine primary ideas (in this case KSPPS Mujur documents) about an idea that is reinforced by secondary ideas (Sharia Principles: Fatwa DSN-MUI). The focus of

¹¹Andrian Sutedi, *Perbankan Syariah (Tinjauan dan Beberapa Segi Hukum)*, Jakarta: Ghalia Indonesia, 2009.

critical analytical research is carried out in four stages, namely description, discussion, criticism, and analytical study.¹²

C. Results and Discussion

1. Analysis of the Conformity of Mudharabah Contract Agreement at KSPPS Mujur with Sharia Principles

The sampling process of Mudharabah contract agreements was conducted by considering two main requirements. Firstly, we sampled from Mudharabah contract documents that were blank, meaning that they were documents that had not been filled with any information. Secondly, we also took samples from Mudharabah contract documents that have been filled with detailed data about the customers or members involved in the transaction. However, in order to maintain the confidentiality and privacy of the customers or members involved, this study will focus on a sample of a blank Mudharabah contract agreement. Below is an example of such a contractual agreement.¹³

From the contract documents that have been obtained, the researcher has conducted a structured analysis process using the DPS worksheet to evaluate the compliance of the contract agreement with sharia principles. The analysis conducted covers various important aspects by using the DSN MUI Fatwa No. 115/DSN-MUI/IX/2017 on Mudharabah Akad,¹⁴ and the following are some of the key points resulting from the analysis of the DPS worksheets of these contractual agreements.

Table 1. KSPPS Mujur Contract Agreement Sharia Supervision Worksheet

(Article / Verse / Letter / Page)	Monitoring results	Proposed Improvements
5	Monthly repayment of principal loan amount	<ol style="list-style-type: none"> 1. A mudharabah contract is a co-operation agreement between the capital owner and the mudharib, not a loan contract. The use of the word "loan" should be replaced with "capital." 2. Modal tidak dapat dikembalikan setiap bulan, kecuali

¹²Nasution, Johan Hendrik Meuleman, dan Jujun S. Suriasusmantri, *Tradisi Baru Penelitian Agama Islam: Tinjauan Antar Disiplin Ilmu*.

¹³D. I. Nasution, "Wawancara Dengan Ketua Pengurus KSPPS Mujur Aceh Barat" (Meulaboh, 2023).

¹⁴DSN-MUI, "Fatwa DSN 110/DSN-MUI/IX/2017 Tentang Akad Jual Beli," Direktori Putusan Mahkamah Agung RI, 2017, <https://putusan3.mahkamahagung.go.id/peraturan/detail/11eb3f759876c5348a00313530363236.html>.

		Capital cannot be returned monthly, except for agreements with a partnership period of only one month. In mudharabah, the capital is returned after the agreed partnership period is over.
		3. Capital is only returned if the business is profitable and does not go bankrupt. If the business goes bankrupt, the mudharib is not liable to return the capital unless the mudharib intentionally commits an error, acts negligently, or breaches an agreed condition.
		4. What can be shared every month is the profit sharing ratio if a monthly profit sharing agreement is agreed upon.
6 - a	2% administration fee	1. The administration fee should not be determined as a certain percentage of the capital 2. Administrative expenses should reflect actual costs as part of operating expenses.
6-b	Insurance fee	No insurance fee in mudharabah contract
6-c	SIMPEKES fee	The cost of maintaining and assessing the health of the co-operative cannot be charged to capital. Instead, these should be sourced from the co-operative's after-tax income
7-2	Letter of agreement for salary deduction in case of delay	If the delay is caused by a loss, the mudarib will not directly bear the loss as long as it is not intentional, negligent, or in breach of agreed terms
8	Settlement of misunderstandi ngs through deliberation.	If consultation fails to resolve the issue, it may be resolved through Sharia arbitration or religious court

Source: DSN-MUI Institute LKPS Module 2019

Through careful analysis of the sample contract documents described above, it can be understood that the use of these contracts still does not reach the expected level of compliance with sharia principles, which are the main basis of operations. There are a number of clauses in the contract that indicate the need for adjustments to conform to the normative sharia teachings in KSPPS Mujur's operations. This is a crucial step as sharia principles govern the ethical and moral aspects of Islamic finance and business.

In a mudharabah contract, which involves a capital owner (shahib al-mal) and a mudharib, the term "loan" should be avoided, as it is more appropriate to refer to it as "capital". In this partnership, the capital owner provides funds that are invested by the mudharib in a specific project or business. The profit from the investment is shared according to the agreement, with the capital owner as the provider of funds and the mudharib as the manager of the business. It is important to understand that capital is not always refundable on a monthly basis in a mudharabah contract. Capital is returned after the investment period ends,

signalling the long-term commitment of the capital owner. However, if the business goes bankrupt, the capital owner is responsible for the capital at risk.

In the provision of administrative costs, there is a provision of a fee of 2% of the total financing, whereas in Fatwa DSN MUI No. 115/DSN-MUI/IX/2017 concerning Mudharabah Akad, administrative money must be real, it cannot be in accordance with the amount of financing. The administration fee is also not a cooperative profit, but purely for necessary administration. SIMPEKES fees are not charged to the investor (mudharib). Instead, it should be sourced from the cooperative's after-tax income, unless the financier does taaddi, taksir, and mukhalafah shurut.¹⁵

To achieve a higher level of compliance with sharia principles, more than just document changes are required. In order to ensure compliance with sharia principles, there needs to be very strict supervision from the DPS. DPS has a key role in ensuring that every aspect of KSPPS Mujur's operations adhere to relevant sharia values.

2. Compliance of Standard Operating Procedures (SOP) used by KSPPS Mujur with sharia principles

In the context of KSPPS Mujur, the available Standard Operating Procedure (SOP) document is limited to one document. This document is the main focus for data collection and analysis within the framework of the ongoing research. The limited number of SOP documents presents a unique opportunity to conduct a more in-depth content analysis. With only one SOP document available, this research has the advantage of exploring the important details contained within, allowing for a deeper understanding of the operational procedures implemented by KSPPS Mujur. In addition, it also provided an opportunity to analyse the level of consistency and acceptability of the operational procedures outlined in this document. With a highly focused approach on this SOP document, this research aims to provide a more comprehensive insight into how KSPPS Mujur manages its operations in accordance with its SOPs.¹⁶

From the Standard Operating Procedure (SOP) document obtained from the cooperative management, the researcher conducted a systematic analysis process

¹⁵DSN-MUI, "Fatwa DSN 115/DSN-MUI/IX/2017 Tentang Akad Mudharabah," Direktori Putusan Mahkamah Agung RI, 2017, <https://putusan3.mahkamahagung.go.id/peraturan/detail/11e9da0d4a42134cb814313931303232.html>.

¹⁶Nasution, "Wawancara Dengan Ketua Pengurus KSPPS Mujur Aceh Barat."

using the Sharia Supervisory Board worksheet to assess the SOP's compliance with Sharia principles. The results of this analysis included several key steps, and the following are some of the main points derived from the analysis conducted by the Sharia Supervisory Board worksheet on this SOP document:

Table 2. KSPPS Mujur SOP Sharia Supervision Worksheet¹⁷

(Letter/Number)	Monitoring Results	Proposed Improvements
III - 2	Liability 2.5% of loan/financing as Simpekes	The cost of maintaining and assessing the health of the co-operative cannot be charged to capital. However, this is a reserve fund that should be earned from the co-operative's operating results after tax
III - 4	Administrative fund 2% of each loan/financing and becomes co-operative income	<ul style="list-style-type: none"> Administrative funds must be real as required, not according to the amount of the loan/financing Administration funds may not be used as co-operative profits
III-5	Co-operative members get a profit-sharing ratio of 6%/year	Must clearly state 6% of total profit or total deposits
III-7	Loans for sale and purchase contracts and mudharab musyarakah contracts	The word loan is replaced with capitalisation
III-7	<i>Ba'i Inah</i>	Eliminate contracts with bai inah because it is a camouflage for usury and is not in accordance with sharia principles (Fatwa DSN MUI number 90/DSN-MUI/XII/2013).
III-17	SIMPEKES fund withdrawal maximum 50%	The fund belongs to the member, if it comes out, it can be taken all / cannot be held back

Source: LKS DSN-MUI Institute Module 2019

The results of the evaluation that has been conducted on the sample of standard operating procedure (SOP) documents that have been presented earlier clearly show that the use of these SOPs still does not reach the desired level of compliance with shariah principles. When detailing the contents of the document,

¹⁷DSN-MUI, "Fatwa DSN 141/DSN-MUI/VIII/2021 Tentang Pedoman Pendirian dan Operasional Koperasi Syariah," Direktori Putusan Mahkamah Agung RI, 2021, <https://dsnmu.or.id/kategori/fatwa/page/2/>.

several sections were found to stand out and pose an urgent need to be adjusted to be fully in line with the shariah principles governing the operations of this institution. Such as the cooperative directly withdrawing 2.5% of the loan or capital provided for the cooperative's health fee. Simpekes fees are similar to the reserve function of Islamic cooperatives. In accordance with Fatwa No. 141/DSN-MUI/VIII/2021 on the Guidelines for the Establishment and Operation of Islamic Cooperatives, this fund is taken from the profit of the business after deducting zakat and tax, not from the cooperative's capital.¹⁸

Then related to the Administration Fund, KSPPS sets a 2% fee from each loan/financing and becomes a cooperative income. This is not in accordance with sharia principles based on the DSN-MUI fatwa which states that administrative costs must be real as needed, not based on a large percentage of the loan/capital. The adm fee is also not as a co-operative benefit, but purely for adm needed.¹⁹

In a mudharabah contract, no insurance costs are part of the cost structure. This principle emphasises that insurance premiums are not included in this contract. Mudharabah contracts, as a form of Islamic financial cooperation, involve the capital owner providing the business funds and the mudharib being responsible for management. Both are responsible for the risks of the business, including the risk of loss, without including insurance costs in the operating costs of the contract.²⁰

This in-depth understanding of SOPs illustrates the complexity involved in creating operational procedures that are truly in line with the teachings and values of Islamic law. It should be emphasised that these corrective actions and adjustments are not only administrative steps, but also a reflection of the institution's determination to ensure that all aspects of its operations are in accordance with sharia principles that serve as a moral and ethical foundation. Therefore, this improvement process is very important to ensure that the SOP does not only follow the formal rules, but also has a substance that truly reflects the institution's commitment to sharia principles. Thus, we can be confident that through careful improvement measures focused on shariah compliance, the institution can achieve a better level of conformity between its SOPs and the shariah principles it upholds.

¹⁸DSN-MUI, "Fatwa DSN 115/DSN-MUI/IX/2017 Tentang Akad Mudharabah."

¹⁹DSN-MUI.

²⁰DSN-MUI.

3. The level of compliance of Marketing Documents used by KSPPS Mujur with Sharia principles

KSPPS Mujur has only one marketing document available for use.²¹ This single marketing document serves as the main data focus in the ongoing research.

From the marketing documents obtained from the cooperative management, the researchers analysed using the Sharia Supervisory Board (DPS) worksheet on the following documents.

Table 3. Sharia Supervision Worksheet on KSPPS Mujur Marketing Documents

Findings	Description
Consumptive Loan	The agreement used is sale and purchase, so it is replaced with the word sale and purchase or financing.
Productive Loan	The agreement used is sale and purchase, so it is replaced with the word sale and purchase or financing.
<i>Ba'i Inah</i>	Bai inah is not in accordance with sharia principles (Fatwa DSN MUI number 90/DSN-MUI/XII/2013)
Simpekes 2.5% of the loan	The cost of maintaining and assessing the health of the co-operative cannot be charged to loans. However, this is a reserve fund that should be earned from the co-operative's after-tax operating results.
Administration fee 2.5% of the loan	Administration fees should be reasonable and should not be determined based on the size of the loan.

Source: DSN-MUI Institute LKPS Module 2019

The results of the analysis of the sample marketing documents above lead to the conclusion that the use of these marketing documents still does not fully comply with sharia principles. In the contract, there are several clauses that require adjustment to sharia principles. In addition, strict supervision by the DPS is needed to ensure compliance with sharia principles.

After a comprehensive analysis of the sample marketing documents disclosed above, we have come to the significant conclusion that these documents still do not achieve the expected level of compliance with sharia principles. Highlighting the content of the document, we found several clauses that require further adjustments to be fully compliant with the sharia principles that guide KSPPS Mujur's operations. Furthermore, the importance of the role of DPS in ensuring compliance with sharia principles was further emphasised.

²¹Nasution, "Wawancara Dengan Ketua Pengurus KSPPS Mujur Aceh Barat."

Careful supervision by the DPS is an important element to ensure the suitability of the contract with the relevant sharia principles. Therefore, in an effort to bring about better conformity between contract contracts and applicable sharia principles, comprehensive remedial measures involving substantial revisions and supervision by the DPS should be a top priority. By doing so, it is expected that the contract will achieve a higher level of compliance with sharia principles, which are the cornerstone of KSPPS Mujur's governance.

In a sale and purchase or financing transaction in the context of sharia principles, it is important to use appropriate terms in accordance with sharia principles. Therefore, the use of the term "consumptive loan" needs to be considered and replaced with terms such as "sale and purchase" or "financing". This is because the term "consumptive loan" may have connotations that are incompatible with shariah principles, which prohibit usury. The replacement of this term with a more appropriate one such as "sale and purchase" or "financing" will better reflect the essence of the transaction in accordance with sharia principles, ensure clarity, and create transparency in the implementation of the contract.²²

Analysing the term "productive loan" is very important and replacing it with the term "capitalisation" or "financing" is a very significant step in ensuring the conformity of the contract with Shariah principles. The term "productive loan" tends to raise doubts in the Shariah context, as it does not necessarily reflect the principles governing mudharabah contracts. In sharia principles, productive transactions are more related to financing or capital based on the spirit of cooperation between the parties involved. In a mudharabah contract, the principle of capital is one of the main things where one party provides capital (rab al-mal) while the other party (mudharib) provides labour and management.²³

In Islamic co-operatives, the management of costs associated with maintaining and assessing the health of the co-operative is a key focus. Underlying principles need to be adhered to, including that such costs should not directly burden the capital of the business managed by the manager, or mudharib. This capital, which is earmarked for the day-to-day activities and growth of the co-operative, should not be eroded by such costs. Financing for the maintenance and health assessment of Islamic co-operatives should rely on reserve funds. The source of this fund is expected to come from the co-operative's profits after paying zakat and applicable taxes. With a clear separation between operating

²²DSN-MUI, "Fatwa DSN 115/DSN-MUI/IX/2017 Tentang Akad Mudharabah."

²³DSN-MUI.

capital and reserve funds, the co-operative ensures financial balance in accordance with sharia principles. This principle supports the long-term viability of the co-operative, prevents an excessive burden on operating capital, and ensures compliance with sharia principles, building a solid foundation for their operations.²⁴

In the context of finance, setting administrative fees is crucial in the operations of financial institutions. However, within the framework of Shariah principles, special attention to the fairness of this fee arrangement is crucial. The basic principle asserts that administrative fees should not be determined based on the size of the loan, raising important implications for the fee structure in financial transactions. Fee arrangements that are independent of the size of the loan eliminate barriers and ensure fairness and transparency for all parties involved. It emphasises that administrative fees should reflect the operational needs associated with the transaction, preventing the imposition of disproportionate fees. This policy creates a transparent and equal environment, reflecting the financial institution's commitment to Shariah principles which in turn supports wider financial inclusion and sustainable financial practices. This principle is not just about administrative fees; it creates a strong foundation for sharia-compliant financial practices, builds public trust, and promotes sustainable growth of the Islamic finance industry.²⁵

D. Conclusion

Based on the findings of this study, it can be concluded that through careful analysis of the above-mentioned sample contract documents it can be stated that the use of these contracts has not achieved the desired level of compliance with Shariah principles, which are the primary basis for operations. Some parts of the contracts need adjustments to be aligned with Shariah principles. An evaluation of the sample standard operating procedure (SOP) documents clearly shows that the use of these SOPs has not achieved the desired level of compliance with Shariah principles. Certain sections of the SOPs stand out and require immediate adjustment to fully align with the Shariah principles governing the institution's operations. An analysis of the sample marketing documents mentioned earlier shows that the use of these marketing documents has not fully adhered to Shariah principles. In these documents,

²⁴DSN-MUI, "Fatwa DSN 141/DSN-MUI/VIII/2021 Tentang Pedoman Pendirian dan Operasional Koperasi Syariah."

²⁵DSN-MUI; DSN-MUI, "Fatwa DSN 79/DSN-MUI/III/2011 Tentang Qardh Dengan Menggunakan Dana Nasabah," Direktori Putusan Mahkamah Agung RI, 2011, <https://putusan3.mahkamahagung.go.id/peraturan/detail/11eb307d45dfc78c9d69313335333336.html>.

some clauses need to be adjusted to align with Shariah principles. In addition, close supervision by the Shariah Supervisory Board (DPS) is required to ensure compliance with Shariah principles. This research has certain constraints, especially in terms of the limited data available at KSPPS Mujur. However, it is possible for researchers to expand the scope of this research by integrating other cooperatives as comparative cases. By doing so, we can broaden the research framework and gain greater insight into how other Islamic financial institutions face similar challenges in complying with sharia principles. In addition, this approach can also help in comparing the practices used by various co-operatives in order to achieve compliance with sharia principles. This research has the potential to provide a deeper understanding of the diverse strategies and actions that Islamic financial institutions can take in fulfilling the ethical requirements and sharia principles in their operations.

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