ABSTRAK

Perdagangan internasional modern melahirkan fenomena *transborder subsidy*, yakni subsidi yang diberikan suatu negara kepada entitas domestiknya namun manfaatnya mengalir ke proses produksi di negara lain. Fenomena ini muncul secara nyata ketika Cina mensubsidi produsen panel surya domestiknya yang kemudian memindahkan produksi ke Vietnam, Malaysia, Thailand, dan Kamboja guna menghindari tarif Amerika Serikat. Penelitian ini bertujuan mengkaji apakah praktik tersebut memenuhi unsur subsidi berdasarkan SCM Agreement, serta apakah pengenaan *countervailing measures* oleh Amerika Serikat telah sesuai dengan ketentuan WTO. Penelitian menggunakan metode hukum normatif dengan pendekatan perundang-undangan, kasus, dan konseptual. Hasil penelitian menunjukkan bahwa praktik subsidi Cina terbukti memenuhi unsur *financial contribution*, *benefit*, dan *specificity* dalam SCM Agreement. Adapun tindakan Amerika Serikat memiliki landasan hukum yang sebagian dapat dibenarkan, namun penetapan besaran tarif berpotensi melanggar prinsip proporsionalitas WTO. Penelitian ini menyimpulkan bahwa SCM Agreement mengandung celah normatif yang signifikan dalam menghadapi fenomena *transborder subsidy*, sehingga diperlukan reformasi kerangka hukum WTO guna menjamin kepastian hukum dalam perdagangan internasional.

Kata Kunci: *Transborder Subsidy*, SCM *Agreement*, Panel Surya, *Countervailing Measures*, WTO

ABSTRACT

Modern international trade has given rise to the phenomenon of *transborder subsidy, whereby subsidies granted by one country to its domestic entities generate benefits that flow into production processes in another country. This is most evident in China's subsidization of domestic solar panel manufacturers that subsequently relocated production to Vietnam, Malaysia, Thailand, and Cambodia to circumvent United States tariffs. This study examines whether such practices satisfy the constituent elements of a subsidy under the SCM Agreement, and whether the imposition of* countervailing measures *by the United States complies with WTO rules. The research employs a normative legal method using statute, case, and conceptual approaches. Findings reveal that China's subsidy practices satisfy the elements of* financial contribution, benefit*, and* specificity *under the SCM Agreement. The United States' measures are partially justified on legal grounds; however, the tariff rates imposed potentially violate WTO proportionality principles. This study concludes that the SCM Agreement contains significant normative gaps in addressing* transborder subsidy*, necessitating reform of the WTO legal framework to ensure legal certainty in international trade.*

Keywords: *Transborder Subsidy, SCM Agreement, Solar Panel, Countervailing Measures, WTO*