

INTERNATIONAL FRANCHISE CONTRACT



Date:

Between:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is (hereafter referred
to as “the Franchisor”),

and:

Alternative A [When the Franchisee is an individual]

Mr./Ms., of legal age,[include professional qualification], Tax
Identification Number....., registered address , acting on his/her own behalf
(hereafter, “the Franchisee”).

Alternative B [When de Franchisee is a company]

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is (hereafter referred
to as “the Franchisee”).

Both parties undertake to observe the following agreement:

RECITALS

- I. That the Franchisor is a company which [Describe the economic
activity of the company and specify the nature of the products which it supplies].
- II. That the Franchisor has developed, as the Franchisee acknowledges:
 - (a) a specific design for its establishments
 - (b) a management process for its establishments; and
 - (c) guidelines for customer attention,

which together make up the know-how acquired by the Franchisee by means of the
investment of financial and human resources, in addition to his/her experience in
managing the business to which the present contract refers. All of this will be referred to in
the present contract as the Franchisor’s “Know-How”.

- III. That the Franchisor's know-how is of secret, substantial and identifiable nature. The "secret" nature is derived from the fact that the Franchisor's Know-How, in its totality and as the aggregate of its component parts, is not common knowledge, nor is it readily available. The "substantial" nature is derived from the fact that the Franchisor's Know-How includes important information as to the correct management of the business to which the franchise applies. The "identifiable" nature is derived from the fact that the Franchisor's Know-How is described in sufficient detail in the preliminary training programs and in the Franchise Handbook which the Franchisee shall receive on signing the present contract.
- IV. That the activity of the Franchisor is carried out under the auspices of Industrial Property Deeds (trademarks, brands, patents) or Intellectual Property Deeds (rights of authorship, software), acting as the owner, as described in Annex 1 of the present contract.
- V. That the Franchisee acknowledges his/her enhanced competitive position in the market which arises from acquiring the Franchisor's Know-How, as well as the management of the business under the corporate image of the Franchisor, including Industrial and Intellectual Property Deeds as laid out in Section IV above.
- VI. That the Franchisee acknowledges that the preliminary market and viability studies that (s)he has carried out, together with the Franchisor, have been calculated upon prudent economic estimates, which the Franchisee must not regard as any sort of undertaking or commitment of profitability on the part of the Franchisor. The Franchisee acknowledges that the economic results which arise from the present contract, shall be largely due to his/her own ability to manage the business, customer service, as well as other external factors such as competitor initiatives or changes in consumer tastes; such outcomes are mentioned solely as examples and not as a defining list. The Franchisee acknowledges that, prior to signing this contract, (s)he has enjoyed the right to receive from whichever professionals (s)he sees fit, independent legal and financial advice.
- VII. That the Franchisee acknowledges the terms and conditions of the present contract as reasonable and necessary for maintaining the high levels of quality and customer service with which the network of [name of Franchisor] establishments is to be identified and recognised in the market, to the benefit of the Franchisor and all Franchisees belonging to the [name of Franchisor] network.

In accordance with the aforementioned points, both Parties agree to the handover of the present franchise contract, which shall be subject to the following agreements:

Article 1. Object of the contract

By means of the present contract, the Franchisor grants the Franchisee, who correspondingly accepts, the right to form part of the[name of Franchisor], as a franchise, using under licence the Property Deeds stipulated in Section IV of the Preamble of the present contract as well as the Know-How of the Franchisor, according to the terms and conditions laid out in the following articles.

This is a sample of 2 pages out of 18 of the International Franchise Contract

To get more information about this contract click here:



[INTERNATIONAL FRANCHISE CONTRACT](#)