**Franchise Agreement**

**Title: International Franchise Agreement**

This **International Franchise Agreement** ("Agreement") is entered into between [Your Company Name], hereinafter referred to as the **"Franchisor"**, and [Franchisee Name], hereinafter referred to as the **"Franchisee"**. Both parties collectively referred to as the **"Parties"**.

**1. Introduction**

**1.1 Parties:** This Agreement outlines the terms and conditions under which the Franchisee will operate a franchise of the Franchisor's business system in [Country/Region].

**1.2 Description of Franchise:** The Franchisee will operate a [Franchise Type] franchise, using the Franchisor's trademarks, trade dress, business methods, and proprietary systems, under the brand name [Brand Name].

**2. Grant of Franchise**

**2.1 Grant:** The Franchisor grants the Franchisee the non-exclusive right to establish and operate a franchise at the approved location in [Country/Region], subject to the terms and conditions of this Agreement.

**2.2 Territory:** The Franchisee's rights are limited to the approved location and do not include the exclusive rights to any other territory unless explicitly granted in a separate agreement.

**2.3 Term:** The initial term of this Agreement shall be [Number of Years], commencing on [Commencement Date], with the option to renew for additional terms as mutually agreed upon by both Parties.

**3. Franchisee's Obligations**

**3.1 Business Operation:** The Franchisee agrees to operate the franchise business in accordance with the Franchisor's standards, procedures, and methods as outlined in the Franchise Operations Manual.

**3.2 Training:** The Franchisee shall complete the initial training program provided by the Franchisor, and additional training as required by the Franchisor.

**3.3 Branding and Marketing:** The Franchisee shall use the Franchisor's approved trademarks, trade dress, advertising materials, and promotional activities in all marketing and advertising efforts.

**3.4 Fees and Royalties:** The Franchisee shall pay the initial franchise fee as specified in Schedule A, and ongoing royalties as a percentage of gross sales, as specified in Schedule B.

**3.5 Reporting:** The Franchisee shall provide accurate and timely reports to the Franchisor regarding sales, financials, and other information as requested by the Franchisor.

**4. Franchisor's Obligations**

**4.1 Initial Support:** The Franchisor shall provide initial training and support to the Franchisee as outlined in the Franchise Operations Manual.

**4.2 Ongoing Support:** The Franchisor shall provide ongoing assistance, guidance, and support to the Franchisee in areas such as marketing, operations, and training.

**4.3 Intellectual Property:** The Franchisor shall grant the Franchisee a non-exclusive license to use the Franchisor's trademarks, trade secrets, and other intellectual property necessary to operate the franchise.

**4.4 Updates and Improvements:** The Franchisor may make updates and improvements to the franchise system, and the Franchisee agrees to comply with such updates and improvements as required.

**5. Term and Termination**

**5.1 Term:** This Agreement shall remain in effect for the initial term specified in Section 2.3 unless terminated earlier as outlined in this Agreement.

**5.2 Termination:** Either party may terminate this Agreement upon written notice if the other party materially breaches any provision of this Agreement, subject to a cure period as specified in the default provisions.

**5.3 Effect of Termination:** Upon termination of this Agreement, the Franchisee shall immediately cease using the Franchisor's trademarks, trade dress, and proprietary systems, and shall return any confidential or proprietary information belonging to the Franchisor.

**5.4 Post-Termination Obligations:** Following termination, the Franchisee shall not engage in any activity that may create confusion with the Franchisor's business or compete directly or indirectly with the franchise system for a period of [non-compete period] in the specified territory.

**6. Confidentiality and Non-Disclosure**

**6.1 Confidential Information:** The Franchisee agrees to maintain the confidentiality of any confidential or proprietary information provided by the Franchisor and not to disclose it to any third party without the Franchisor's prior written consent.

**6.2 Non-Disclosure:** The Franchisee shall ensure that its employees and agents also maintain the confidentiality of the Franchisor's confidential information and only use it for the purposes of operating the franchise.

**7. Dispute Resolution**

**7.1 Mediation:** In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the dispute amicably through mediation conducted by a mutually agreed-upon mediator.

**7.2 Arbitration:** If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration in accordance with the rules of [Arbitration Association]. The arbitration shall take place in [City, State, Country], and the decision of the arbitrator shall be final and binding.

**8. Governing Law and Jurisdiction**

**8.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Country/Region], without regard to its conflict of laws principles.

**8.2 Jurisdiction:** Any legal action or proceeding arising out of or in connection with this Agreement shall be brought in the courts of [Country/Region], and the Parties hereby submit to the exclusive jurisdiction of those courts.

**9. Additional Legal Conditions**

**9.1 Compliance with Laws:** The Franchisee agrees to comply with all applicable laws, regulations, and ordinances of the country or countries in which the franchise is operated, including but not limited to those related to business licensing, employment, health and safety, and taxation.

**9.2 Insurance:** The Franchisee shall obtain and maintain appropriate insurance coverage, including general liability insurance and property insurance, to protect against any claims, losses, or damages arising out of the operation of the franchise.

**9.3 Currency Exchange:** If the Franchisee is operating in a country where the currency differs from the currency specified in this Agreement, the Parties shall establish a mechanism for determining exchange rates and handling currency conversions for any fees, royalties, or payments due under this Agreement.

**9.4 Taxation:** The Franchisee shall be responsible for any taxes, duties, or other charges imposed by the relevant tax authorities in connection with the operation of the franchise, including income tax, value-added tax (VAT), or goods and services tax (GST).

**9.5 Intellectual Property Protection:** The Franchisee acknowledges that the Franchisor's trademarks, trade secrets, and other intellectual property are valuable assets. The Franchisee shall take all necessary steps to protect and enforce the Franchisor's intellectual property rights within the territory of operation.

**10. Entire Agreement**

**10.1 Entire Agreement:** This Agreement, including any schedules and attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements, whether written or oral.

**10.2 Amendment:** Any amendment or modification to this Agreement must be in writing and signed by both Parties.

**11. Country-Specific Provisions**

**11.1 [Country/Region 1]**: Insert specific legal provisions, requirements, or disclosures that are applicable to operating a franchise in [Country/Region 1]. This may include specific regulations on franchising, consumer protection laws, language requirements, or any other country-specific obligations.

**11.2 [Country/Region 2]**: Insert specific legal provisions, requirements, or disclosures that are applicable to operating a franchise in [Country/Region 2]. Considerations may include local licensing requirements, labor laws, advertising regulations, or any other country-specific obligations.

**11.3 [Country/Region 3]:** Insert specific legal provisions, requirements, or disclosures that are applicable to operating a franchise in [Country/Region 3]. This may encompass specific disclosure obligations, tax laws, import/export regulations, or any other country-specific obligations.

**12. Severability**

**12.1 Severability**: If any provision of this Agreement is found to be invalid, illegal, or unenforceable under any applicable law, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

In witness whereof, the Parties hereto have executed this International Franchise Agreement as of the Effective Date.

**[Your Company Name]**

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| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**[Franchisee Name]**

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| --- | --- |
| By:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |