

LEGAL CONSEQUENCES OF IMPLEMENTATION BUSINESS PARTNER AGREEMENTS USING THE CONCEPT OF FRENCHISE DRINK JERUKI

Sunaryo¹, Rissa Afni Martinouva²

Abstract

Franchising is a special right that is owned by an individual or business entity against a business system with business characteristics. This concept has proven successful and can be used by other parties based on a franchise agreement. The Jeruki beverage business cooperation has criteria and business characteristics that have similarities with the franchise agreement, system, concept and model. This citrus drink business which has a concept like a franchise already has 15 (fifteen business partners). The implementation of a franchise business is guided by a franchise agreement that must be made in writing between the franchisor and the franchisee. The Jeruki beverage company has a big chance to get a place as a franchise. This invites an analysis of whether the constraints of the citrus drink business have not been realized as a franchise and what are the legal consequences. The cooperation agreement is in the form of a franchise, however, to be said to be a business with a franchise concept, it must comply with the franchise agreement clause in accordance with the Regulation of the Minister of Trade Number 12 of 2006 concerning Provisions and Procedures for Issuing a Franchise Business Certificate and Regulation of the Minister of Trade Number 71 of 2019 concerning the Implementation of a Franchise . Unregistered trademarks and a lack of understanding of the concept of franchising cause huge losses to the initial owners of the business. The act of imitating the business concept of drinking oranges by other parties is very difficult to stop because the brand has not been registered.

Keywords: *Franchise Agreement, Franchise Business, Registration.*

I. INTRODUCTION

Cooperation in trade and services can increase economic growth in Indonesia. One of the businesses currently developing in the field of trade and services is a franchise business. The franchise concept has recently become one of the centers of attention as a breakthrough form of business development.

Considering that a franchised business is a form of business that has been tested and successful in its field, so it is considered to be able to guarantee a profit. Through the franchise concept one does not need to start a business from scratch, because with an integrated franchise system, it allows a franchisee to run a business well. Franchise comes from the word wara which means more and profit which

¹, Lacture Faculty of Law, Universitas Lampung, sunaryo.fhunila@gail.com

² Lacture Faculty of Law, Universitas Malahayati, risaafni@malahayati.ac.id

means profit, in the Indonesian Dictionary Franchise means cooperation in the business sector with profit sharing or management rights or marketing rights.³

An engagement is something that binds one person to another, the thing that binds is a legal event in the form of an act, for example buying and selling, accounts payable, can also be an event, for example birth, death, can be a situation, for example a side by side yard, house arrangement, the legal event creates a legal relationship. In this legal relationship each party has reciprocal rights and obligations, one party has to demand something from the other party, and vice versa.

Achievement is the object of the engagement, namely something demanded by the creditor against the debtor or something that must be fulfilled by the debtor against the creditor. The law of engagement is regulated in book III of the Civil Code, the law of engagement is the entire legal regulation regarding engagement. These arrangements include general sections and special sections, the general section contains regulations that apply to engagements in general. While the special section contains regulations regarding named agreements that are widely used in society.⁴

The agreement is formulated in article 1313 of the Civil Code, which is an act with a term in which one or more people bind themselves to one or more other people. Based on the formulation, the agreement is defined as an agreement by which two or more people bind themselves to carry out a matter regarding assets. In this definition it is clear that there is a consensus between the parties, to carry out a matter, regarding assets that can be valued in money. The agreement to carry out the marriage is personal, not material.⁵

The definition of franchising is regulated in Article 1 of the Republic of Indonesia Government Regulation Number 42 of 2007 concerning Franchising stipulates that, "franchise is a special right owned by an individual or business entity over a business system with business characteristics in order to market goods and/or services that have been proven successful. and can be exploited and/or used by other parties based on a franchise agreement". Based on the above understanding, it is known that franchising is a form of business format in which the first party, called the franchisor, issues rights to the second party, called the franchisee, to distribute goods/services within a certain geographic area and period with use the brand, logo and operating system owned and developed by the franchisor.

The legality of the existence of new franchises has been regulated in Indonesia since 1997 with the issuance of Republic of Indonesia Government Regulation Number 16 of 1997 dated June 18, 1997 concerning Franchising. This regulation was later amended by Government Regulation of the Republic of

³ <http://kamusbahasaIndonesia.org/waralaba> di akses pada tanggal 18 Januari 2023, Pukul 09:30 WIB.

⁴ Muhammad, Abdulkadir, 2000, *Hukum Perdata Indonesia*, Bandung, Citra Aditiya Bakti, hlm. 200

⁵ *Ibid*, hlm. 224.

Indonesia Number 42 of 2007 concerning Franchising and Regulation of the Minister of Trade of the Republic of Indonesia Number 71 of 2019 concerning Franchising.

The franchise agreement is made in writing where the parties must comply with the contents of the agreement that has been made if violation will result in legal consequences in accordance with the agreement in the franchise agreement as contained in the provisions of Article 4 Paragraph of Government Regulation of the Republic of Indonesia Number 42 of 2007 concerning Franchising states that, «Franchising organized based on a written agreement between the franchisor and the franchisee with due observance of Indonesian law».

The criteria that must be met by a franchise business are regulated in Article 3 of Government Regulation Number 42 of 2007 concerning Franchising which states that a business that can be classified as a franchise business must meet the criteria, namely having business characteristics, proven to have provided benefits, having standards for services and goods and / or services offered that are made in writing, easy to teach and apply, continuous support, and registered intellectual property rights.

Franchising is organized based on a written agreement between the giver and the franchisor. The agreement must be made in Indonesian and Indonesian law applies to it. The Ministerial Regulation expressly states that the franchisor has the same legal standing as the franchisee in a franchise agreement. This provision has a positive impact on the continuity of the franchise business because there is legal certainty for each party, an equal position provides a condition that each party can request the implementation of any obligations for the other party in accordance with the agreement agreed upon, the rights and obligations in the agreement made will be the reference or basis for the franchisor or for the franchisee to take legal action if one of the parties violates the contents of the agreement.⁶

Registered intellectual property rights are intellectual property rights related to business such as trademarks, copyrights, patents and trade secrets that have been registered and have certificates or are in the process of being registered at the competent authority. There are two types of franchises in Indonesia, namely foreign franchises and local franchises, foreign franchises are franchises established outside the territory of the Republic of Indonesia, while local franchises are franchises established within the territory of the Republic of Indonesia.⁷

At this time the growth of foreign franchises also influences consumption patterns in society in Indonesia, even the growth of foreign franchises which is quite rapid in Indonesia makes business actors to franchise with foreign franchises. A

⁶ Silandoe, Arius dan Fariana, Andi, 2010, *Aspek Hukum Dalam Ekonomi dan Bisnis*. Jakarta, Mitra Wacana Media, hlm. 31

⁷ Salim, H.S. 2003, *Perkembangan Hukum Kontrak Innominaat Di Indonesia*, Sinar Jakarta, Grafika, hlm. 151

business collaboration can be said to be a franchise if it meets the criteria as a franchise business contained in Article 3 of Government Regulation Number 42 of 2007 concerning Franchising, if all the criteria are met then the business can be said to be a franchise and has met the standard requirements in issuing STPUW which functions to protect consumers from trade in franchise services and protect the parties to the franchise agreement.

In Bandar Lampung, there are various businesses with the franchise concept as written above in the business cooperation agreement made by the parties. For a business to be called a franchise, it must meet the criteria for a franchise and an agreement in accordance with franchise regulations. The criteria for a franchise business also have business characteristics, proven to be profitable, have written operational standards, are easy to teach and apply, have ongoing support, and registered intellectual property rights.

Based on the description as the background above, the formulation of the problem in this study is: first, is the implementation of the Jeruki business in accordance with the provisions of the Laws and Regulations concerning Franchising? second, What are the legal consequences of implementing the Jeruki business cooperation agreement? This type of research uses applied normative legal research methods, namely legal research conducted by means of literature and field research.

II. DISCUSSION

Conformity of the implementation of the Oranges Business in Bandar Lampung with the provisions of the Law on Franchising

Opening a business is a human right, and humans fulfill their needs by making money, including by starting a business, trading and working. One way that was taken at this time was to open a business, namely trading, selling as a provider of goods and services in the field of distribution. Business actors believe that by opening a business, humans are not dependent on the company or on an institution as employees. Trading activity is one of the efforts chosen as the fulfillment of livelihoods, the place of business also influences the development of businesses that are established, especially in strategic areas, there are people who need business results to be distributed.⁸

Based on RI Government Regulation Number 42 of 2007 concerning franchising, Article 1 Paragraph states that, a franchisor is an individual or business entity that grants the right to utilize and/or use the franchise it owns to the franchisee. Franchisees are individuals or business entities that are granted rights by the franchisor to utilize and/or use the franchise owned by the franchisor.

⁸ Afni, Martinouva, Rissa, 2017, *Perlindungan Hukum Pedagang Kecil Dari Keberadaan Franchise Minimarket (Studi Peraturan Walikota Bandar Lampung)*, Bandar Lampung, Fakultas Hukum Universitas Bandar Lampung, hlm. 8

Based on the interview results from Mrs. Od as the owner of the Jeruki business, it has been proven to be profitable. This can be seen from the development 5 years ago, which started from 1 store, namely the owner of the franchise, Mrs. Od, then she franchised the business and has now grown to 15 outlets. or 15 business partners.

Have standards for services and goods/or services offered made in writing Using business methods and procedures as well as all the knowledge and information that has been developed by Mrs. Od as a franchisor. One of the franchise businesses is easy to teach, meaning that the business being run is easy to implement so that franchisees who do not have experience or knowledge about similar businesses can carry it out properly in accordance with ongoing operational and management guidance provided by the first party. In Jeruki's business, continuous support has not been carried out properly. Mrs. Od as the franchisor only provides training which is carried out during the first week of opening a new store.⁹

Considering that the HKI consultant has mastery and understanding of the registration procedure, so that legal protection for service users based on Government Regulation Number 2 of 2005 concerning HKI Consultants is obliged to:¹⁰

- 1) Comply with laws and regulations in the field of IPR and other legal provisions.
- 2) Protecting the interests of service users, by maintaining the confidentiality of information related to the IPR application that is authorized to them.
- 3) Providing consulting and outreach services in the field of IPR, including procedures for filing applications in the IPR field.

Intellectual Property Rights that have been registered What is meant by Intellectual Property Rights related to business are trademarks, copyrights, patents and trade secrets, which have been registered and have certificates or are in the process of being registered by the competent authority. This criterion has not been fulfilled because the cooperation agreement for the sale of Jeruki drinks between Mrs. Od and Mr. Ly does not have a registered Intellectual Property Rights certificate or is in the process of being registered.

Republic of Indonesia Government Regulation Number 42 of 2007 concerning Franchising Article 4 paragraph and, states that franchising is organized based on a written agreement between the franchisor and the franchisee with due observance of Indonesian law. In the event that the agreement referred to in the paragraph is written in a foreign language, the agreement must be translated into Indonesian. The business cooperation agreement is made in writing and is named «Business

⁹ Syahmin, 2006: 207

¹⁰ *Op Cit*, hlm. 152

Cooperation Agreement Letter», which is made between the first party is Ms. Od as the franchisor and the second party is Mr. Ly as the franchisee or partner in Bandar Lampung.

The franchisor, Ms. Od must submit the prospectus of the franchise offer to Mr. Ly Pratama when making the business cooperation offer, at least 2 weeks before signing the franchise agreement. Identity data of the franchisor, namely photocopies of identity cards or passports of business owners if they are individuals and photocopies of identity cards or passports of shareholders, commissioners and directors if they are business entities. In the Jeruki brand beverage business, these requirements have been met, namely, a photocopy of the identity card of the franchisor, Ms. Od, and the identity card of the franchisee or partner, Mr. Ly.

Article 7 paragraph Regulation of the Minister of Trade of the Republic of Indonesia Number 12 of 2006 concerning Provisions and Procedures for Issuing a Franchise Business Registration Certificate states that, the term of the franchise agreement between the franchisor and the franchisee is valid for at least 10 years.

The criteria above return to Article 2 Paragraph (2) of the Regulation of the Minister of Trade of the Republic of Indonesia Number 71 of 2019 concerning Franchise Operations, so that it can be said that these criteria are absolute things that must be fulfilled so that a business is eligible to become a franchise business with the condition that it has written standard operating procedures, young people are taught and applied, there is ongoing support, and Intellectual Property Rights that have been registered.

Based on the analysis above, Jeruki beverage business activities only meet the criteria, namely having business characteristics, proven to have provided benefits, easy to teach and apply. While the criteria that have not been met are standard operating procedures that are made in writing, ongoing support and Intellectual Property Rights that have not been registered.

The legality of a franchise business, namely technical permits such as a Trade Business License, a Tourism Business Permanent Permit, an Education Unit Establishment Permit or a valid business license in the franchisor's country. In the Jeruki beverage business collaboration agreement carried out by Ms. Od and Mr. Ly there is no legality of a franchise business, whether it is a Trading Business License, a Permanent Tourism Business Permit, and an Education Unit Establishment Permit or a valid business license in the franchisor's country.

The Jeruki beverage business collaboration has not fulfilled this requirement because the legality of the business in the form of STPW has not been or is not in the process of being registered. So the Jeruki beverage business cannot be said to be a form of business with a franchise pattern. Based on the analysis, Jeruki's business form is only as a business partner or partnership. A business partnership is a business collaboration carried out by two or more parties within a certain period of

time that is voluntary, based on the principle of mutual benefit according to an agreement.

The results of the interview with Mrs. Od as the initial owner of the Jeruki drink business, that her collaboration with one of her partners with the initials Am did not go smoothly,

This type of business provides all the tools and materials from Mrs. Od as the owner of the Jeruki business, the running partner only provides initial capital. During the sale, only 50% profit was shared from Mr. Ly to Mrs. Od.

Based on the analysis above, it is better for the Jeruki beverage business to be registered in advance with the Director General of Intellectual Property Rights and must have a Franchise Registration Certificate (STPW) before being able to run its business in the franchise business sector, thus the obligation to register documents related to franchising basically does not only apply to franchisors. but also the franchisee. If the franchisor and franchisee violate the obligations to register the bid prospectus and the franchise agreement, the Minister of Trade, Governors, Regents/Mayors according to their respective authorities may impose administrative sanctions in the form of written warnings, fines and revocation of STPW.

Legal Consequences of the Implementation of Orange Drink Business Cooperation

The franchise agreement is made by the franchisor, so there is an imbalance in the legal relationship between the franchisor and the franchisee, the franchisor sets the conditions that must be met by the franchisee. Inability or failure to fulfill the requirements given, for example, not meeting sales quotas or operating standards, can result in unilateral termination of the agreement by the franchisor, there is even the possibility that the franchisor deliberately does not continue the contract with the intention of controlling existing outlets because the outlet has already made a profit. big.¹¹

The definition of Unlawful Act is any unlawful act, which because it causes harm to another person, obliges the person who because of his mistake to issue the loss to compensate for the loss. In other words, PMH is an unlawful act committed by someone because his fault has caused harm to others. The purpose of PMH is to return the plaintiff's position to its original state before the unlawful act occurred which harmed the plaintiff.¹²

One of the legal problems that exist in the implementation of a franchise business is the existence of provisions that require the existence of IPR as one of the criteria so that the business activities carried out can be called a franchise. This

¹¹ Suharmoko, 2005, *Hukum Perjanjian Teori dan Analisa Kasus*, Jakarta, Prenada Media, hlm. 85

¹² Fuady Munir, 2005, *Perbuatan Melawan Hukum*, Bandung, Citra Aditiya Bakti, hlm. 3

problem arises because the registration or registration of IPR at the Directorate General of IPR requires quite a long time, so there is concern that the franchisor and franchisee will lose the momentum to start their franchise business.¹³

This part is not explained in the Jeruki beverage business cooperation agreement. However, in practice it has been agreed that the second party is prohibited from selling or transferring ownership of Jeruki beverage outlets either partially or wholly to other parties. If there are other parties who want to develop this business, the second party must notify the first party.

Article 1320 of the Civil Code regarding the conditions needed for an agreement to be valid, Article 1320 of the Civil Code regulates the conditions for the validity of an agreement, namely the existence of an agreement between the two parties, being capable of carrying out legal actions, the existence of certain objects, and the existence of lawful powers. Agreements that do not meet these conditions will be recognized by law, even if they are recognized by the parties who made them. As long as the parties recognize and comply with the agreement they made, they do not fulfill the conditions, the agreement occurs between them. If one day a party does not admit it, so that it can give rise to a dispute, the judge will cancel or declare the agreement null and void.

The agreement should also state that it is not permissible to make and imitate the Jeruki beverage business. This prohibition should exist, namely not copying the concept and name of the orange drink according to the timeframe if there is no further cooperation.

The objective element in an agreement is very influential on the substance of the contents of the agreement. One example is the contents of the agreement that are not in accordance with reality, in the agreement it says that the Jeruki beverage business is a franchise business but according to RI Government Regulation Number 42 of 2007 concerning Franchising and Regulation of the Minister of Trade of the Republic of Indonesia Number 71 of 2019 concerning Implementation of the Jeruki Drink Business Franchise have not met the criteria and Intellectual Property Rights have not been registered, then the business cannot be said to be a franchise business but an activity of a business partner.

The objective element in an agreement is very influential on the substance of the contents of the agreement. One example is the contents of the agreement that are not in accordance with reality, in the agreement it says that the Jeruki beverage business is a franchise business but according to RI Government Regulation Number 42 of 2007 concerning Franchising and Regulation of the Minister of Trade of the Republic of Indonesia Number 71 of 2019 concerning Implementation of the Jeruki Drink Business Franchise have not met the criteria and Intellectual Property Rights

¹³ Moch Najib Imanullah, 2012: 24

have not been registered, then the business cannot be said to be a franchise business but an activity of a business partner.

In the Jeruki beverage business agreement between the first party, namely Mrs. Od and the second party, namely Mr. Ly Pratama, the agreement has not been fulfilled as a legal requirement in writing, namely in the Jeruki beverage business cooperation agreement letter because in the letter it says franchise cooperation, whereas according to RI Government Regulation Number 42 of 2007 concerning Franchising and Regulation of the Minister of Trade of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Franchising.

The Jeruki beverage business cannot be considered a franchise business because it has not met the franchise criteria and registered Intellectual Property Rights. So from this it can be said that it has not fulfilled one of the legal requirements of the agreement, namely (there is something lawful), then from this it can result in law.

Law No. 19 of 2002 concerning Copyright in the sense of Article 1 of Law No. 19 of 2002 states that copyright is an exclusive right for creators of patents and brand rights only arise after the announcement from the Director General of Intellectual Property Rights, while copyrights are obtained automatically. . The Jeruki beverage business cooperation agreement regarding copyright has been obtained automatically since the inception of this business but this copyright cannot be called a patent because it is not registered with the Director General of Intellectual Property Rights.

Law Number 20 of 2016 concerning Trademarks and Geographical Indications states that a mark is a sign that can be displayed graphically in the form of an image, logo, name, word, letter, number, color arrangement, in 2 dimensions and/or 3 dimensions, sound, hologram. , or a combination of 2 or more of these elements to differentiate goods and/or services produced by persons or legal entities in trading activities of goods and/or services. The brand in this franchise business activity has fulfilled the requirements as a brand because in this business it is named the Jeruki beverage business and with its own logo, this is clear enough to be a sign that distinguishes the brand from other businesses.

According to Law Number 30 of 2000 concerning Trade Secrets, based on Article 1 of Law Number 30 of 2000 concerning Trade Secrets is information that is not publicly known in the field of technology and or business, has economic benefits, and according to Article 2 of Law Number 30 of 2000 concerning trade secrets, the scope of trade secret protection includes production methods, processing methods, sales methods, or information that is not known to the general public.

The agreement according to the principle of consensualism is stated as an agreement born when an agreement is reached between the two parties regarding the main matters that have become the object of the agreement. The will of both parties must be stated in writing. Since the signing, the agreed franchise agreement

has legal consequences for both parties. This written statement is a formal requirement that must be fulfilled in the franchise agreement. Fulfillment of the material requirements in Article 1320 of the Civil Code and the formal requirements in Article 4 paragraph (1) of Government Regulation number 42 of 2007 concerning Franchising is a condition for an agreement to be declared valid.

To determine when a default occurs, in the case of an agreement fulfilling material and formal conditions is prioritized because if one of these conditions does not exist then the agreement violates the law as explained in Article 1320 of the Civil Code states that there are 4 (four) conditions for the validity of an agreement, namely : 1) There is an agreement for those who bind themselves, 2) The ability of the parties to make an agreement, 3) A certain thing, and 4) a cause (causa) that is lawful. The first and second requirements are called subjective terms because they relate to the subject of the agreement. Meanwhile, the third and fourth requirements regarding the object of the agreement are called objective conditions.

III. CONCLUSION

Jeruki beverage business activities in accordance with Government Regulation Number 42 of 2007 concerning Franchising must meet the criteria, namely having business characteristics, proven to have provided benefits, having written operational standards, easy to teach and apply, continuous support, and Intellectual Property Rights that have been approved. registered. Whereas in the Jeruki Beverage business the criteria that have not been met are operational standards made in writing, ongoing support and registered Intellectual Property Rights. For this reason, Jeruki beverage business activities cannot be regarded as franchise business activities but business partnership activities.

There is no agreement clearly related in case of loss. only carried out verbally that if harmed. The Jeruki beverage business cooperation agreement in general is similar to a cooperation agreement in the form of a franchise, however, to be said to be a business with a system, model and franchise concept, it must comply with the clauses of the franchise agreement based on the Minister of Trade Regulation Number 12 of 2006 concerning Provisions and Procedures for Issuing Letters Franchise Business Sign. Jeruki Beverage Business cannot be said to be a form of cooperation agreement with a franchise, because it does not meet the criteria and elements of a cooperation agreement with a franchise as a whole and in full, especially in the registration of Intellectual Property Rights (the trademark has not been registered) and registration as a business with a franchise (does not have STPUW). The form of business used is only limited to buying and selling culinary business packages that have similarities to the system and concept of franchising, namely a partnership agreement.

The legal consequences of canceling the Jeruki beverage business franchise agreement due to objective conditions that were not fulfilled for the Jeruki beverage

business franchise agreement were made due to the non-fulfillment of the objective elements, meaning that the legal terms of the agreement were not fulfilled. The legal consequences arising from the agreement were null and void. The agreement can be null and void, causing default or an agreement that does not fulfill the stipulated obligations. In addition, dispute resolution can be carried out outside the court (non-litigation) or arbitration, namely consultation, negotiation, mediation, conciliation, and expert opinion. Unregistered trademarks and a lack of understanding of the concept of franchising cause huge losses to the initial owners of the business. The act of imitating the business concept of drinking oranges by other parties is very difficult to stop because the brand has not been registered.

REFERENCES

- Afni, Martinouva, Rissa, 2017, *Perlindungan Hukum Pedagang Kecil Dari Keberadaan Franchise Minimarket (Studi Peraturan Walikota Bandar Lampung)*, Bandar Lampung, Fakultas Hukum Universitas Bandar Lampung.
- Afni, Martinouva, Rissa, 2018, *Analisis Perlindungan Hukum Pemegang Hak Desain Industri Terdaftar di Indonesia, Bandar Lampung*, Fakultas Hukum Universitas Bandar Lampung.
- A.S, Niru, 2018, *Peranan Asas-Asas Hukum Perjanjian dalam Mewujudkan Tujuan Perjanjian*, Jakarta, Universitas Dirgantara Marsekal Suryadarma.
- Fuady Munir, 2005, *Perbuatan Melawan Hukum*, Bandung, Citra Aditiya Bakti.
- Muhammad, Abdulkadir, 2000, *Hukum Perdata Indonesia*, Bandung, Citra Aditiya Bakti.
- N.I, Moch, 2012, *Urgensi Pengaturan Waralaba Dalam Undang-Undang*, Fakultas Hukum Universitas Sebelas Maret.
- Salim, H.S. 2003, *Perkembangan Hukum Kontrak Innominaat Di Indonesia*, Sinar Jakarta, Grafika.
- Silandoe, Arius dan Fariana, Andi, 2010, *Aspek Hukum Dalam Ekonomi dan Bisnis*. Jakarta, Mitra Wacana Media.
- Suharmoko, 2005, *Hukum Perjanjian Teori dan Analisa Kasus*, Jakarta, Prenada Media.

Kitab Undang-Undang Hukum Perdata.

Peraturan Pemerintah Republik Indonesia Nomor 71 Tahun 2019 Tentang Penyelenggaraan Waralaba.

Peraturan Pemerintah Republik Indonesia Nomor 42 Tahun 2007 Tentang Waralaba.

Peraturan Pemerintah Republik Indonesia Nomor 16 Tahun 1997 Tentang Waralaba.

Peraturan Menteri Perdagangan Republik Indonesia Nomor 71 Tahun 2019 Tentang Ketentuan dan Tata Cara Penerbitan Surat Tanda Pendaftaran Waralaba.

Undang-Undang Nomor 19 Tahun 2002 Tentang Hak Cipta.

Undang-Undang Nomor 15 Tahun 2001 Tentang Merek.

Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Daagang.

<http://kamusbahasaindonesia.org/waralaba> di akses pada tanggal 18 Januari 2023, Pukul 09:30 WIB.

<https://marketing.co.id> di akses pada tanggal 29 Januari 2023, Pukul 11:00 WIB.