

## Exposing Legal Pitfalls: Trademark Misuse in Franchise Agreements and Partnership Liability

Hari Sutra Disemadi<sup>1</sup>, Winda Fitri<sup>2</sup>, Shellin<sup>3\*</sup>

<sup>1,2,3\*</sup>Universitas Internasional Batam, Batam, Indoensia

\*email: 2051095.shellin@uib.edu

DOI: <https://doi.org/10.37729/amnesti.v6i1.3667>

*Submitted: Desember 2023*

*Revision: Januari 2024*

*Accepted: Februari 2024*

---

### ABSTRACT

**Keywords:**

*License Agreement, Trademark, Legal Liability, Franchise System*

The legitimate use of the trademark is performed by developing a license agreement containing the rights and obligations between the licensor and licensee. This license agreement is based on the principles of the consensus contained in contract law, namely the principle of good faith and freedom of treaty. In reality, some parties do not comply with these principles, causing disputes related to the rights and obligations of the parties, as well as license misuse. Therefore, this study aimed to analyze the trademark license arrangement and the form of legal liability for contract misuse in franchise system. Doctrinal or normative legal study methods were used, with primary and secondary data obtained through interviews and literature review. As a civil law country, the regulation of trademark license agreements in Indonesia emphasized applicable policies to provide legal certainty. The results showed that the misuse of these agreements caused legal consequences for the offending party. These consequences included liability for aspects of franchise agreement violation, trademark infringement, as well as civil and criminal liabilities.

---

### ABSTRAK

**Kata Kunci:**

*Perjanjian Lisensi, Merek Dagang, Tanggung Jawab Hukum, Sistem*

*Penggunaan sah merek dagang dilakukan dengan mengembangkan perjanjian lisensi yang berisi hak dan kewajiban antara pemberi lisensi dan penerima lisensi. Perjanjian lisensi ini didasarkan pada prinsip kesepakatan yang terdapat dalam hukum kontrak, yaitu prinsip itikad baik dan kebebasan berkontrak. Namun, dalam kenyataannya, beberapa pihak tidak mematuhi prinsip-prinsip ini, yang dapat menyebabkan perselisihan terkait hak dan kewajiban pihak-pihak, serta penyalahgunaan lisensi. Oleh karena itu, penelitian ini bertujuan untuk*

Waralaba

*menganalisis pengaturan lisensi merek dagang dan bentuk tanggung jawab hukum atas penyalahgunaan kontrak dalam sistem franchise. Metode studi hukum doktrinal atau normatif digunakan, dengan data primer dan sekunder yang diperoleh melalui wawancara dan tinjauan literatur. Sebagai negara hukum sipil, regulasi mengenai perjanjian lisensi merek dagang di Indonesia menekankan kebijakan yang berlaku untuk memberikan kepastian hukum. Hasil penelitian menunjukkan bahwa penyalahgunaan perjanjian-perjanjian ini dapat menyebabkan konsekuensi hukum bagi pihak yang melanggar. Konsekuensi tersebut termasuk tanggung jawab atas pelanggaran perjanjian franchise, pelanggaran merek dagang, serta tanggung jawab perdata dan pidana.*

## 1. INTRODUCTION

A trademark is a business identifier and differentiator (Widiarti, 2019), which includes the intellectual property protected by the state, to minimize the occurrence of violations by irresponsible parties (Sinaga & Ferdian, 2020). In this globalization era, increasingly fierce business competition requires a product trademark to be registered, as preventive protection against brand misuses, such as impersonation and counterfeiting (Rafli & Apriani, 2022). The efforts to legally use the trademark is also carried out with a license (Syarifuddin, 2019), a mean of legal protection emphasizing the agreement between the licensor and licensee (Sulastri & Hidayat, 2022). Furthermore, licenses are commonly shared in various forms (Harris et al., 2020), including a franchise, a business activity encompassing cooperation by generating more profits (Manalu, 2022). This explains that the procedures for granting trademark licenses are regulated in Law No. 20 of 2016 concerning Trademarks & Geographical Indications and Government Regulation No. 36 of 2018 regarding Recording Intellectual Property License Agreements (PP Number 36/2018). The granting of the license is also outlined in a written agreement and recorded in the General Register of Intellectual Property of the Law and Human Rights Ministry (Kemenkumham), according to the laws and regulations. This agreement is then developed as an authentic deed, which is perfect (*volledig bewijskracht*) and binding (*bindende bewijskracht*) to achieve clarity for the concerned parties (Cahayani & Magna, 2021).

In contract law, the principle of the agreement contained is the normal and legal basis for implementing a license consensus (Hermansyah, 2020). This shows that the freedom of contract principle allows the licensor and licensee to regulate the rights and obligations to be included in the agreement. The freedom is also carried out by considering three forms of restrictions based on

Article 1337 of the Civil Code (KUHPPerdata), namely statutory provisions, decency (positive morals), and public order (Taun, 2020). Meanwhile, the principle of good faith is an ethical and moral standard in the business world. This indicates the existence of several parties that do not often comply with the principles, leading to the disputes related to the agreed rights and obligations (Sinaga, 2018). In this case, the action exhibited is considered a misuse of the license agreement, due to the negligence of the good faith concepts in contract law (Diana et al., 2019). The freedom of contract and good faith principles application also need to be developed, for the actions of the parties to be appropriate to morality, have awareness and responsibility in acting freely, as well as establish a license agreement serving as a guideline (Retnowati et al., 2021).

One example of a dispute over misuse of a trademark license agreement is a conflict related to a franchise consensus between PT My Salon International as the plaintiff (franchisor) and Ratnasari Lukitaningrum as the defendant (franchisee). This issue was registered with case number 612/Pdt.G./2017/PN Jkt.Sel, with the lawsuit emphasizing the defaults committed by franchisee. In this case, the act of default failed to meet the obligation of franchisee to pay the royalty fee. Another example prioritized the dispute of a franchise agreement between PT Lodaya Makmur Perkasa as the plaintiff (franchisor) and A. Yulian Hery Ernanto as the defendant (franchisee). This issue was registered with case number 142/Pdt.G./2018/PN Bgr, with the lawsuit focusing on the acts of default committed by franchisee in the Lodaya Sop Duren franchise agreement. However, the actions of the plaintiff were considered unlawful in the verdict of the dispute. This was because the promises provided by the plaintiff in the agreement originated from unlawful causes, to obtain profits by false means to the defendant.

Several studies related to license agreements had been conducted previously, such as those examining the following, the urgency of legal protection for trademark licenses in Indonesia, this research focuses on legal protection for trademark license holders in Indonesia to prevent unauthorized imitation and exploitation of established brands. It analyzes trademark infringement, emphasizes the importance of robust legal safeguards, and explores the provisions of Law Number 20 of 2016 (Gunawan et al., 2023). Previous research has examined licensing agreements in the context of copyright and found that there are two forms of license agreements (exclusive

licenses and non-exclusive licenses). Exclusive licenses are granted to a single licensee in a specific territory, while non-exclusive licenses can be granted to multiple licensees across different territories. Furthermore, the validity requirements for copyright agreements follow the general validity requirements for contracts in general (Wardani & Sukihana, 2021); the lawful aspects that should be included in franchise agreements, the findings of this research pertain to the legal aspects of coffee franchise agreements (a study of franchise businesses in Medan City). The study explores the legal framework governing coffee franchise agreements and provides insights into the legal rights and obligations of franchisees and franchisors. It examines the relevant laws and regulations, analyzes the enforceability of franchise agreements, and highlights the legal implications for coffee franchise businesses in Medan. The research contributes to a better understanding of the legal landscape surrounding franchise operations in the coffee industry, particularly in the context of Medan City (Elise et al., 2023). The next research focuses on the role and liability of notaries in the development of authentic deeds for license agreements. It aims to examine the responsibilities and legal obligations of notaries in ensuring the validity and authenticity of license agreement documents. The study will explore the applicable laws and regulations governing notarial practices, analyze the potential liabilities faced by notaries in the drafting and execution of license agreements, and provide recommendations for enhancing the effectiveness and accountability of notarial services in this context (Simanjuntak & Marlyna, 2022).

The other research focuses on the legal efforts to resolve disputes over misuse of trademark license agreements in Indonesia. It aims to examine the various legal measures and actions taken by trademark licensees to address instances where their license rights have been violated. The study will analyze the available legal options, such as civil lawsuits, arbitration, or alternative dispute resolution mechanisms, and assess their effectiveness in protecting the rights and interests of trademark licensees. The research findings will shed light on the practical strategies and challenges faced by licensees in enforcing their rights and seeking appropriate remedies in cases of license infringement (Milyardi, 2022). This research explores the role of good faith in franchise agreements and development in Indonesia, emphasizing its importance in fostering fair and ethical relationships between franchisors and franchisees. It examines the legal framework, implementation, and impact of good faith in

franchise agreements, aiming to enhance understanding and promote ethical practices within the Indonesian franchise context (Paranity & Suryana, 2021). This research analyzes the basis of contractual duties of good faith in various relationships. It explores legal principles, obligations, and practical implications of the duty of good faith in contract performance. The study examines jurisprudence and legal frameworks, providing a comprehensive understanding of the duty's significance in fostering fair contractual relationships (Davies, 2019). Lastly, the research focuses on investigating the role of good faith as the main principle of business ethics in franchise agreements in Indonesia. It aims to analyze the application and significance of good faith in promoting fair and equitable relationships between franchisors and franchisees. The study examines the legal framework, industry practices, and case studies to assess the extent to which good faith is upheld in franchise agreements. The research findings highlight the importance of good faith in maintaining ethical standards, fostering trust, and ensuring the long-term sustainability of franchise relationships in Indonesia (Sewu, 2019).

In contrast to previous reports, the focus of this study is on the liability of the partnership party specifically in relation to the misuse of the trademark license agreement within the franchise system. The study aims to examine the legal implications and responsibilities of the partnership party in cases of trademark misuse, providing a unique perspective on the subject matter. By shedding light on this aspect, the research contributes to a deeper understanding of the legal framework surrounding franchise systems and trademark licensing in Indonesia. This indicates that this study is theoretically useful as a source of reference regarding trademark license arrangements in Indonesia. It is also practically capable of increasing the public understanding of the legal liability between the partnership in conducting trademark license agreements, specifically in franchise system. Therefore, this study aims to analyze the regulation of trademark licenses in Indonesia, as a country with a civil law system. It also aims to describe the compliance of partnership with the trademark license agreement and the legal liability for misuse of the brand contract in franchise system.

This research is divided into two relevant subtopics. The first subtopic, titled "Mastering Trademarks: Unlocking Indonesia's Trademark License Agreement in the World of Civil Law", aims to provide an in-depth understanding of trademark license agreements in Indonesia within the context

of civil law. The study will analyze various legal aspects related to trademark license agreements and the legal protection afforded to trademark license holders. Meanwhile, the second subtopic titled "Trademark Troubles: Unmasking Legal Liabilities in Franchise Systems for Misuse of License Agreements" focuses on uncovering the legal responsibilities within partnership systems associated with the misuse of trademark license agreements in franchise systems. The research will investigate the legal implications and the responsibilities of parties involved in cases of trademark misuse, offering a unique perspective on the subject matter. By exploring these aspects, this research contributes to a deeper understanding of the legal framework governing franchise systems and trademark licensing in Indonesia. These two subtopics provide distinct yet complementary approaches in addressing the legal issues related to trademark license agreements in Indonesia, particularly in the context of franchise systems.

## **2. RESEARCH METHOD**

In this study, a normative-sociological research involves the examination and analysis of societal norms, values, and behaviors to understand and evaluate their impact on social structures. This approach aims to uncover the underlying norms that guide social interactions and institutions, providing insights into the functioning and dynamics of societies. However, in certain cases, normative-sociological research may not be suitable due to its focus on idealized social norms and values. If the research goal is to primarily explore descriptive aspects or specific empirical phenomena without a normative framework, alternative research methods may be more appropriate, as normative-sociological research tends to emphasize evaluative perspectives on societal norms and values. Thus, this research will continue to use normative legal research methods. The method was selected regarding the legal obedience analysis to be conducted ([Disemadi, 2022](#)), namely the adherence of the partnership to the trademark license arrangement in Indonesia. Both primary and secondary data were used, with the implemented information collection techniques being interviews and literature study ([Tan, 2021](#)). From this context, primary data were obtained through interviews with Menantea franchise business partners. Meanwhile, secondary data were derived from several literature studies as legal materials, such as the Civil Code, Trademark Law and Geographical Indications, as well as Government Regulation Numbers 36/2018

and 42/2007. The data were then analyzed descriptively and qualitatively using the Theory of Liability by Hans Kelsen, where people bore legal liability or were legally liable for their specific acts. This proved that the people were liable for a sanction in the event of a contrary act (Sonnica, 2022).

### 3. RESULTS AND DISCUSSION

#### 3.1 Mastering Trademarks: Unlocking Indonesia's Trademark License Agreement in the World of Civil Law

Licenses in the civil law system were not considered a form of agreement due to being a business consensus originating from other legal systems and governed by contract law (Lai, 2021). Over time, this contract was recognized as an agreement, entering the Indonesian legal system through two paths. From this context, the first path was crossed through the legislative process or the formation of laws by the House of Representatives (DPR), while the second route was through the jurisprudence or practice (Sitorus, 2019). Furthermore, a license was a legal protection effort based on an agreement between the concerned parties to use an exclusive right (Luthfi, 2022). As granting rights, this contract was categorized as exclusive and non-exclusive (Tampi et al., 2020). In this case, an exclusive license agreement explained that only one party was capable of using a copyrighted work for a specific period. Meanwhile, the permission to use a copyrighted work was provided to more than one party, regarding a non-exclusive agreement (Wardani & Sukihana, 2021).

Based on using trademark rights, license agreements were traditionally divided into privileged, general, sublicense, perfect, and partial (Disemadi, 2023). From this context, the Privileged category emphasized the situation where the trademark was only used by the party obtaining the exclusive rights within a specific period. For the General, the licensor was capable of granting the brand use rights to more than one licensee. The Sublicense category also emphasized the situation where the licensee only granted a license to a third party, with the Perfect group being the right to use a trademark applicable to all goods and services through a registered mark. Meanwhile, the Partial division prioritized the condition where the right to use the brand only applied to a portion of the goods and services with a registered trademark (Odintsov & Mansour, 2020). Based on these descriptions, licensing became a strategic choice in assisting the development of trademark strategies. This effort was capable of expanding and diversifying the trademark portfolio of a company to enter new

international markets. It was also able to assist a company in acquiring knowledge, capabilities, and best practices due to collaboration with international organizations and well-known trademarks (Cardinali et al., 2019). Moreover, the owner was capable of licensing the trademark to the licensee in exchange for royalties (Minor, 2019). In a trademark agreement, the fulfillment of four elements was very crucial for the licensee to enjoy the benefits of a brand with economic value. These elements included the legal subjects (licensor and licensee), the license to the trademark of goods and services, the specific period, and the payment of royalties (Nasir, 2020).

According to these conditions, the agreement elements consisted of *esensialia*, *naturalia*, and *accidentalialia*. This indicated that *Esensialia and Naturalia* were the elements transferring the rights of the parties and considering laws as regulations, respectively. Meanwhile, *accidentalialia* was the element of things added and regulated by the parties in the agreement process, due to its non-regulation by any law (Umami & Kustanto, 2020). In this license agreement, the consensus of the parties was binding and had legal certainty (Mahmud et al., 2019), which was formed in an obligation to provide, conduct, and ignore specific things (Mahmud et al., 2019). A trademark license was also a permit granted by the licensor to the licensee toward using the brand rights with predetermined conditions (Febiyanti et al., 2019). In Indonesia, a civil law system regulating trademark licenses was observed in Chapter V of the second part of Articles 42 to 45 of the Trademark Law and Geographical Indications. According to Article 42, the owner of a registered trademark was capable of granting a license to another party for usage. This license was established as a written agreement regarding the consensus between the licensor and the licensee (Sulastri & Hidayat, 2022). It was also prohibited from containing the provisions likely to cause harm to the Indonesian economy and should be filed for registration with the Minister toward possessing a legal effect on third parties (Waworuntu et al., 2022).

In franchise system, a trademark license was the granting of permission by the owner to franchisee, toward using the brand rights for business development. From a regulatory perspective, the legal instruments regarding franchising in Indonesia included the following, (1) Government Regulation Number 42 of 2007 concerning Franchising (Aidi & Farida, 2019), and (2) Regulation of the Indonesia Trade Minister Number 53/MDAG/PER/8/2012 concerning Franchising (Amalia & Prasetyawati, 2019). Franchise system in this



country was also divided into four types, namely business format system, profit-sharing, investment cooperation, as well as product and trademark franchises (Rachman & Hendrawan, 2021). Furthermore, the implementation of a franchise agreement was divided into three stages, namely pre-agreement preparation, drafting, and post-signing (Hernanto & Santiago, 2022). In the pre-agreement preparation stage, the parties negotiated and surveyed the location for the operation of franchise company. At the agreement drafting stage, the parties also outlined the terms and conditions, as well as the rights and obligations between franchisor and franchisee. Meanwhile, the important aspects that should be considered in franchise agreement included royalty fees and periods at the post-signing phase (Hernanto & Santiago, 2022). Based on Article 4 of Government Regulation Number 42/2007, the elements to be included in franchise agreement were observed as follows, (1) the identity of the parties, (2) the type of intellectual property rights, (3) the form of business activity, (4) the rights and obligations of the parties, (5) the marketing area, (6) the term of the agreement, (7) dispute resolution procedures, (8) royalty payment procedures, (9) the use of materials or products produced in the country with established quality standard requirements, (10) facilities, (11) training, and (12) operational guidance for franchisee (Triasih & Muryati, 2020). Article 2 of Regulation of the Indonesia Trade Minister Number 53/MDAG/PER/8/2012 also explained the various criteria that should be met in franchising. In this case, franchise criteria consisted of six provisions, namely (1) specific business characteristics, (2) evidence of the benefits obtained in organizational activities, (3) Company operational standards systematically arranged for the provided goods and services, (4) sustainable support system, (5) easy understanding and application, and (6) registered Intellectual Property Rights (Amalia & Prasetyawati, 2019).

Franchising was an agreement subject to the general provisions of the Civil Code. In forming a valid agreement, four conditions need to be met based on Article 1320 of the Civil Code, including the mutual agreement of the parties, the capacity to form a contract, a specific object, and a lawful cause. From this context, the actualization of the provisions in the Article was applied as binding laws for the involved parties (Kartika et al., 2021). In implementing the agreement, the principles of law should also be applied, which consisted of consensualism, freedom of contract, binding force of the consensus, good faith, trust, personality, legal equality, balance, legal certainty, morality, propriety,

custom, and protection (Irayadi, 2021). According to Article 1338, paragraph 3 of the Civil Code, an agreement needs to be formed and carried out in good faith. This regulation was implemented for parties to have agreement freedom without violating the provisions of the law (Amalia & Prasetyawati, 2019). Besides Indonesia, several civil law countries also regulated trademark licenses. In Vietnam, the license and franchise arrangements were regulated in the Intellectual Property Law No. 50/2005/QH11 and Commercial Law No. 36/2005/QH11, respectively. From this context, franchising arrangements in the country required the actualization of various criteria before franchisor extended the business to franchisee. These provisions indicated that franchisor had a franchise business operation with a minimum of one year and registered with the Ministry of Industry & Trade (Binh & Wisuttisak, 2023). The regulation of trademark licensing in Vietnam also prevented the unauthorized usages of brands by other parties. In this case, the owner of a registered trademark had exclusive rights and was able to generate royalties by licensing the brand to other parties under a franchise agreement (Quan, 2023). Regarding licensing a registered trademark, franchise arrangement in Vietnam was also designed to ensure that the rights and interests between franchisor and franchisee were protected in the business agreement (Thanh, 2023).

In China, brand licensing arrangements were regulated by the Trademark Law of the People Republic of China, with Article 43 stipulating that the owner was capable of granting permission to a licensee to use a registered trademark. This permission was often conducted with a registered license contract at the Chinese Trademark Office. Franchising arrangements were also regulated in the Regulation on the Administering Commercial Franchises of China, where Article 7 emphasized the criteria needing adjustment before extending the business to franchisee. These criteria showed that franchisor should have a mature business system, the ability to provide organizational direction for a long period, and possess at least two outlets operating for more than one year (Binh & Wisuttisak, 2023). In this country, the regulation of trademark licenses was due to its consideration as the cornerstone of franchising arrangements. This indicated that the control level of the licensor over the use of the licensed trademark was duly regulated, with the preventive measures maintaining the integrity of the brand. In addition, China also designed special franchise arrangements to protect the interests of the parties in the business agreement (Jones, 2019).

According to the regulation of trademark licenses in other countries, Article 1320 of the Civil Code determined that an agreement meeting four valid conditions was binding for the parties involved in the consensus process. In this case, the misuse of the agreement was a violation related to the license contract. This form of contract misuse was a default entirely or partially committed by the parties, which often led to license agreement losses (Diana et al., 2019). From this context, default was the non-fulfillment of the rights and obligations of the parties as agreed. Due to this frailty, the emergence of disputes was resolved with two paths, namely litigation/court and non-litigation/out-of-court (Syarifuddin, 2019). By using litigation, dispute resolution by litigation was conducted through filing a civil lawsuit in the Commercial Court (Milyardi, 2022). Meanwhile, the resolution outside the court was carried out by arbitration (Sulistianingsih & Prabowo, 2019) and other alternative dispute settlements performed through consultation, negotiation, mediation, conciliation, and expert judgment (Sari, 2019). Arbitration was also a final and binding dispute resolution, with other settlement methods only involving a third party to provide advice and facilitate the negotiations of involved parties (Milyardi, 2022).

As a civil law country, the regulation of trademark license agreements in Indonesia was based on applicable policies. This indicated that the Trademark and Geographical Indications Act was the legal basis for regulating brands within the country. Besides, it also regulated the registration, use, protection, and removal of trademarks. Regarding trademark license agreements, the law provided a legal basis concerning the requirements and procedures for brand permits. These agreements were subsequently regulated under the Civil Code in Indonesia, with the arrangement placing forward the freedom of contract principle between the involved parties, considering the general provisions applicable in civil law. The trademark license agreement should also meet the requirements outlined in the law, including the existence of a valid contract, a clear and lawful object, as well as the legal capacity of the parties involved. This arrangement was conducted to protect the interests of the parties licensing and using the trademark to develop a mutually beneficial relationship appropriate to applicable legal provisions. It also included the obligations required to be met by the involved parties, including payment of royalties, consistent use of the trademark appropriate to the agreed terms, as well as brand maintenance and protection. In addition, the trademark license agreement should consider

the rights and restrictions of each party, with the owner having the privilege to control the use of the brand and determine the restrictions imposed in the authorized contract. The licensee also had the right to use the trademark appropriate to the terms of the agreement. This arrangement was expected to establish legal certainty for the parties involved in the license agreement.

### **3.2 Trademark Troubles: Unmasking Legal Liabilities in Franchise Systems for Misuse of License Agreements**

Legal liability was closely related to rights and obligations (Putri, 2020), with the concept of lawful responsibility equivalent to the principle of constitutional accountability (Nuralisha & Mahmudah, 2023). In Hans Kelsen's Theory of Liability, the concept of legal accountability emphasized an individual legally liable for specific actions (Novianti et al., 2021). This indicated that an individual was accountable for a sanction during an act contrary to applicable regulations (Safaatulah, 2020). The accountability principle in law was also divided into two definitions, namely liability and responsibility (Nuralisha & Mahmudah, 2023). According to Hans Kelsen, liability was divided into individual, collective, fault-based, and absolute (Hasan, 2020). This showed that Individual liability emphasized the accountability of a person for offenses committed personally. For collective liability, a person was commonly responsible for a wrongdoing committed by another party. Fault-based liability also prioritized the accountability of an individual for an offense perpetrated to cause harm. Meanwhile, absolute liability was the responsibility of an individual for an offense committed without any element of intent (Sena & Suherman, 2021).

Misuse of the trademark license agreement or contract default was also capable of occurring when the parties did not meet rights and obligations (Izzah et al., 2023). This default was considered performance non-fulfillment, imperfection, and fulfillment delay, as well as the actions on matters prohibited in the agreement (Waworuntu et al., 2022). It was also emphasized as a negligent condition of one party incapable of meeting or violating the contract obligations (Sindu et al., 2022). Furthermore, the parties were in a reciprocal relationship and had balanced achievements. This indicated that the principle of proportionality or balance emphasized both parties providing each other with equal rights, leading to the existence of a fair agreement (Atmoko, 2022). Franchisor and franchisee also had the rights and obligations operated at all stages of the contractual relationship, starting from formation, performance,

and dissolution (Perrigot et al., 2019). From this context, the proportionality measure of the rights and obligations exchange prioritized equality, freedom, accuracy, feasibility and propriety (Farida, 2021). To implement a franchise agreement, franchisor should undergo specific responsibilities, namely (1) owning and managing its business for a particular period, (2) owning trademark rights for franchised products, (3) providing initial training to franchisee, and (4) producing subsequent technical and commercial support. However, franchise agreement remained valid (Vdovichen & Voroniatnikov, 2019), with franchisor obliged to monitor and control the quality of goods and services trademark entirely managed by franchisee (Hopkins, 2019). The supervisory actions of franchisor were also conducted by controlling the quality of goods and services, to ensure that franchisee used the same quality trademark (Xiao & Xiao, 2020). In this case, franchisee had various obligations in implementing the agreement, namely (1) developing franchise network, (2) generally maintaining identity and reputation, (3) maintaining the confidentiality of franchise data from third parties, (4) not competing with franchisor, and (5) producing payments of royalties and other taxes (Vdovichen & Voroniatnikov, 2019).

Vietnam was also responsible for regulating the rights and obligations between franchisor and franchisee. Based on Vietnam Commercial Law Number 36/2005/QH11, franchisor was privileged to obtain royalties, regulate advertizing, and inspecting locations to maintain the standards and consistency of franchise system. This party obliged to provide initial training, ongoing support, and retail franchise planning. In this case, franchisee was obliged to carry out the following, (1) produce payments for franchise fees and outlet construction costs, (2) have adequate finances and staff, (3) comply with standards and control systems, (4) operate outlets with franchise business criteria, (5) maintain confidentiality during and after the term of franchise agreement, (6) unuse the intellectual property after contract expiration, and (7) should not sub-franchise without permission from franchisor. Besides the limitations to obligations, franchisee also had the right to terminate the agreement when franchisor violated its obligations (Nguyen & Wisuttisak, 2023). Based on these descriptions, the synergy cooperation of the parties determined the success of a franchise agreement. This indicated that franchisor and franchisee should understand the positions and accountabilities of the parties, for cooperation to be carried out appropriately (Erniwati & Yusi, 2021).

According to the National Law Development Agency (BPHN), franchise agreements should include the principle of partnership, which required franchising to prioritize cooperation through a pattern of relationships, liability, mutual need, and benefit (Elise et al., 2023). Some of the reasons for a dispute between the parties was also the expectation gaps in franchise agreement, such as franchisor lack of clarity in communication, inconsistency in treatment, changes to the business system, refusal to renew and provide training or support (Dung, 2020), as well as late payment of royalty fees by franchisees (Sembiring & Zulkarnaen, 2022).

According to the misuse of the trademark license agreement in franchise system, the legal action acquired by the partnership in dispute resolution was the provision of a warning or summons, regarding Articles 1238 and 1243 of the Civil Code (Tarmizi et al., 2021). The partnership also filed a lawsuit for the fulfillment (*nakoming*), compensation (*vervangende vergoeding*), and termination of the agreement (*ontbinding*). This was accompanied by the fulfillment (*nakoming en anvvullend vergoeding*) and termination (*ontbinding en anvvullend vergoeding*) of the agreement with complementary compensation, as regulated in Article 1267 of the Civil Code (Aidi & Farida, 2019). Based on the interviews with Ms. Erin, one of the business partners, information was found regarding the legal liability of the partnership for misuse of the trademark license agreement. From this context, the partner implemented a franchise agreement in the culinary field with the “Menantea” trademark, where franchisor and franchisee were PT Jepsoe Masakin Baba and Erin, respectively. Besides, the location of the business was also situated at Rungkut AN 25, Surabaya City. In this franchise agreement, franchisor was obliged to assist the promotion of Menantea products, as well as sending weekly revenue and having the right to obtain royalty payments from franchisee. This proved that franchisee was obliged to obey the instructions provided by franchisor and privileged to obtain weekly revenue from the center. The parties also frequently carried out their rights and obligations without default. However, the parties determined the preventive and repressive legal remedies used against the acts of trademark license agreement misuse.

According to the misuse of the Menantea license agreement, the preventative legal efforts showed that franchisor supervised franchisee by conducting audits 2-3 times monthly. This supervisory action was performed to ascertain the effort level of franchisee in carrying out the activities appropriate

to the provisions in franchise agreement. The partnership also indicated that either party prosecuted damages when an act of agreement misuse was observed. Moreover, the repressive effort in the Menantea contract showed the provision of summons thrice to the party committing the misuse of the trademark license. Regarding dispute resolution, PT Jepsoe Masakin Baba (franchisor) and Erin (franchisee) prioritized peaceful settlement through the deliberation to reach a consensus. If an amicable settlement was not reached, the partnership then resolved the dispute through litigation or court. Based on these results, the partnership complied with the Menantea franchise contract mutually agreed upon. This obedience was assessed from the commitment between the two parties to the contractual provisions. In this case, accountability emphasized the rights and obligations of the partnership in franchise agreement.

These results were not in line with various reports, where legal compliance was absent. For example, a trademark infringement dispute between Budhy Cipta Kurniawan Hendra Wijaya (plaintiff) and Adi Bagus Kristanto (defendant), with registered case number 5/Pdt.Sus-HKI.Merek/2020/PN Smg. This lawsuit focused on the actions of the defendant in using drinks and food with the trademark, "Waffelicious", which was considered an infringement and contrary to the law. However, the actions of the plaintiff were considered unlawful in the verdict of the dispute. This was because the plaintiff had registered "Waffelicious" in bad faith and harmed the defendant. Regarding the dispute resolution, the trademark registration was cancelled by the DJKI (Directorate General of Intellectual Property) of the Law and Human Rights Ministry. The plaintiff was also ordered to compensate the defendant and the existing court costs. Another example was franchise agreement dispute between Fenty Fransisca (plaintiff), Shienny Octavia (defendant), and Erwin Gunawan Wijaya (co-defendant), which was registered with case number 837/Pdt.G/2021/PN Sby. This lawsuit emphasized granting Hanashobu Japanese Noodle Bar a franchise that was not appropriate to Government Regulation Number 42/2007. Based on the dispute settlement, franchise agreement was declared void due to its non-compliance with Government Regulation Number 42/2007. The defendant was also ordered to compensate the plaintiff and court costs.

In the context of trademark license agreement misuse in Indonesia, several legal liabilities were observed, including breach of contract, brand

infringement, civil lawsuit, and criminal accountability. This proved that a party breaching a license agreement was subjected to legal liability for breach of contract. When clear terms were established through the consensus, the breach by the licensee often led to the sanctions or compensations appropriate to the incurred losses. This showed that the party violating the contract were sanctioned regarding the compensation or termination appropriate to the provisions stipulated in the agreement. From this context, termination was regulated in Article 1266 of the Civil Code, which imposed several requirements, namely (1) reciprocity of the agreement, (2) a court request for agreement cancellation, and (3) the presence of default. This policy subsequently stipulated that the party harmed by default were capable of demanding cancellation or fulfillment of the contract. The party negligent in meeting the contract should also be accountable for the legal consequences, concerning compensation and termination ([Rappe et al., 2022](#)). Furthermore, the misuse of a trademark license agreement was considered an infringement of intellectual property rights, whose holders protected their brand privilege by filing violation lawsuits. In this case, the owner was capable of suing the licensee for infringement when a trademark was used without permission or the agreed license terms were violated. This violation often led to significant financial losses and brand reputation damage. It was also categorized into three types, namely (1) the infringement causing confusing similarities regarding source, (2) counterfeiting by use of substantially indistinguishable trademark, and (3) dilution or impairment of a famous trademark capacity, to distinguish its goods and services ([Milyardi, 2022](#)).

The misuse of a trademark license agreement was also burdened with civil liability. This explained that the owner was capable of filing a civil lawsuit against the party violating the agreement. According to Article 83, paragraph 1 of the Trademark and Geographical Indications Law, the lawsuit included the following, (1) a compensation claim for losses incurred due to misuse, (2) a request for cessation of use, and (3) a termination of the license agreement. This showed that the owner was capable of applying to the court to stop the production and trading activities of the trademark, to prevent greater losses. In a lawsuit including a claim for damages, several devastating categories were observed, namely nominal, punitive, and actual. In this case, nominal damages emphasized the provision of money, with punitive devastations prioritizing the penalties for trademark infringement. Meanwhile, actual damages were for



normal losses and calculated as IDR value (Asa, 2019). Based on these results, compensation occurred with two different causes, namely unlawful acts and default. This proved that the unlawful act damages were regulated in Article 1365 of the Civil Code. For the compensation caused by default, Article 1248 of the Civil Code was then prioritized, where the party negligent in meeting the content of an agreement was obliged to pay for the compensation costs (Lasut, 2019).

In serious cases of trademark license agreement misuse, such as counterfeiting or the use of a counterfeit brand, the injured party were likely to file criminal charges against the perpetrator. From the request for criminal liability, the mandatory elements the perpetrator should possess included the following, (1) committing a criminal offense, (2) the ability to be responsible, (3) intent and negligence, and (4) no excuses (Susanti et al., 2023). This indicated that serious trademark infringement was subjected to criminal penalties in the form of imprisonment and fines, as regulated in Articles 100 to 102 of the Trademark Law and Geographical Indications in Indonesia (Risandi & Disemadi, 2022). The provisions of the crime should also be applied with the principle of *les specialis* because the infringement was a special criminal offense outside the general discrimination regulated in the Criminal Code (Sudarmin et al., 2023). In Indonesia, the misuse of trademark license agreements had several legal liabilities, including contract breach, brand infringement, civil lawsuits, and criminal liability. This showed that a breach of franchise agreement led to lawsuits by the party granting the trademark license. Meanwhile, a brand infringement was capable of leading to a lawsuit by the owner affected by the misuse. From this context, the parties committing the misuse were often subjected to civil suits and criminal liability appropriate to applicable legal provisions. This confirmed that the misuse of a trademark license agreement in Indonesia had serious legal consequences for the breaching party.

#### 4. CONCLUSION

The research sheds light on the misuse of trademark license agreements in franchise systems and the corresponding liability of the parties involved. The findings reveal that license agreements, which serve as legal instruments for trademark usage, have evolved into various systems, including franchises. In the franchise system, the importance of good faith and the mutual agreement between parties regarding the brand are emphasized. Within this context,

partnerships involved in the agreement process should fully embrace their responsibilities in upholding the appropriate rights and obligations. The misuse of a trademark license agreement is determined by the violation of provisions outlined in the agreement. In the franchise system, this misuse often leads to defaults or unlawful actions committed by both the franchisor and franchisee. To address these issues, the Indonesian government has implemented the Trademark Law and Geographical Indications as legal foundations for regulating brands. Government Regulation Number 42/2007 has also been established as a specific framework for franchising in the country. In cases where the license agreement is misused due to the disobedience of contractual provisions, legal liability is enforced against the party responsible. This liability may result in agreement termination, compensation, and criminal penalties such as imprisonment and fines. Overall, the research highlights the need for strong legal frameworks and effective enforcement mechanisms to prevent the misuse of trademark license agreements in franchise systems. It underscores the importance of upholding contractual obligations and acting in good faith to maintain ethical business practices within the franchise industry.

## REFERENCES

- Aidi, Z., & Farida, H. (2019). Perlindungan Hukum Para Pihak Dalam Perjanjian Waralaba Makanan. *JCH (Jurnal Cendekia Hukum)*, 4(2), 207–230. <https://doi.org/10.33760/jch.v4i2.119>
- Amalia, I. Q. A., & Prasetyawati, E. (2019). Karakteristik Asas Proporsionalitas Dalam Pembentukan Klausul Perjanjian Waralaba. *Jurnal Hukum Bonum Commune*, 2(2), 173–184. <https://doi.org/10.30996/jhbbc.v2i2.2513>
- Assa, B. J. (2019). Pengaturan Penyelesaian Pelanggaran Merek Berdasarkan Undang-Undang Nomor 20 Tahun 2016 Tentang Merek dan Indikasi Geografis. *Lex Privatum*, 7(2), 71–83.
- Atmoko, D. (2022). Penerapan Asas Proporsionalitas Dalam Perjanjian Waralaba (Franchise) Pada Suatu Hubungan Kontrak Bisnis. *Jurnal Hukum Sasana*, 8(1), 153–162. <https://doi.org/10.31599/sasana.v8i1.1101>
- Binh, N. B., & Wisuttisak, P. (2023). Critical Assessment and International Comparisons of Vietnam's Franchise Law. *Baltic Journal of Law & Politics*, 16(3), 455–470. <https://doi.org/10.2478/bjlp-2023-0000039>
- Cahayani, D., & Magna, M. S. (2021). Fungsi Akta Notaris Dalam Lisensi HKI: Perspektif Fidusia. *Jurnal Hukum Dan Pembangunan*, 51(3), 659–676. <https://doi.org/10.21143/jhp.vol51.no3.3128>

- Cardinali, S., Travaglini, M., & Giovannetti, M. (2019). Increasing Brand Orientation and Brand Capabilities Using Licensing: an Opportunity for SMEs in International Markets. *Journal of the Knowledge Economy*, 10(4), 1808–1830. <https://doi.org/10.1007/s13132-019-00616-1>
- Davies, P. S. (2019). The Basis of Contractual Duties of Good Faith. *Journal of Commonwealth Law*, 1, 1–34.
- Diana, I. K. B. S., Budiarta, I. N. P., & Widiati, I. A. P. (2019). Akibat Hukum Perjanjian Lisensi Terhadap Pihak Ketiga. *Jurnal Analogi Hukum*, 1(2), 202–206. <https://doi.org/10.24843/ac.2017.v02.i01.p07>
- Disemadi, H. S. (2022). Lenses of Legal Research: A Descriptive Essay on Legal Research Methodologies. *Journal of Judicial Review*, 24(2), 289–304.
- Disemadi, H. S. (2023). *Mengenal Perlindungan Kekayaan Intelektual di Indonesia*. Rajawali Pres.
- Dung, T. T. T. (2020). COVID-19 Pandemic Impact on Franchise Industry and Franchise Dispute Resolution. *Advances in Social Science, Education and Humanities Research*, 486, 239–244. <https://doi.org/10.2991/assehr.k.201105.043>
- Elise, E., Sukarja, D., & Lubis, T. M. (2023). Aspek Hukum Perjanjian Waralaba Bisnis Kopi (Studi Bisnis Franchise di Kota Medan). *Neoclassical Legal Review: Journal of Law and Contemporary Issues*, 02(01), 1–9. <https://doi.org/10.32734/nlr.v2i1.9828>
- Erniwati, E., & Yusi, S. (2021). Tanggungjawab Para Pihak yang Melakukan Wanprestasi dalam Perjanjian Usaha Waralaba Online. *Justici*, 13(2), 1–11.
- Farida, I. F. K. (2021). Klausul-Klausul Dalam Perjanjian Franchise Terhadap Pihak Yang Berat Sebelah. *Law, Development & Justice Review*, 4(2), 218–233. <https://doi.org/10.14710/ldjr.v4i2.14968>
- Febiyanti, G. A. M. A., Mahendrawati, N. L., & Ujianti, N. M. P. (2019). Pemberian Lisensi Merek Tanpa Perjanjian Tertulis dalam Bisnis Hak Atas Kekayaan Intelektual. *Jurnal Analogi Hukum*, 1(3), 289–293. <https://doi.org/10.22225/ah.1.3.2019.289-293>
- Gunawan, S. P., Kagramanto, L. B., & Prasetyawati, E. (2023). The Urgency of Legal Protection for Trademark Licensees in Indonesia. *International Journal of Multicultural and Multireligious Understanding*, 10(3), 314–319. <https://doi.org/10.18415/ijmmu.v10i3.4520>
- Harris, F., Silitonga, D. P., Nofli, Susanti, N., Gunawan, Hadiyanto, R. S., Arisanti, S., Indriyanto, A., Muhammad, A., Siagian, E. C. F., Haryanti, S. E., Ronie, R. U., Muslikah, Y., & Puji K., A. (2020). *Merek dan Indikasi*

---

*Geografis.*

- Hasan, W. L. (2020). Tanggung Jawab Penerima Kuasa Jual Mengacu Pada Akta Kuasa Jual Dibuat Oleh Notaris Dalam Hal Peralihan Hak Atas Tanah. *Journal Of Law (Jurnal Ilmu Hukum)*, 7(1), 1–11.
- Hermansyah, H. N. (2020). Analisis Yuridis Eksistensi Asas Kebebasan Berkontrak dalam Perjanjian Dewasa ini (Standar Kontrak) di Masyarakat. *Jurnal Wasaka Hukum*, 8(1), 155–182.
- Hernanto, T. S., & Santiago, F. (2022). Franchising in the Perspective of Business Agreement Law. *Proceedings of the 2nd International Conference on Law, Social Science, Economics, and Education, ICLSSEE*, 1–7. <https://doi.org/10.4108/eai.16-4-2022.2320106>
- Hopkins, M. (2019). Insolvency and Trademarks: How the Bankruptcy Code's Treatment of Trademarks Promotes Naked Licensing. *UIC Review of Intellectual Property Law*, 18(4), 474–495.
- Irayadi, M. (2021). Asas Keseimbangan Dalam Hukum Perjanjian. *HERMENEUTIKA : Jurnal Ilmu Hukum*, 5(1), 2021. <https://doi.org/10.33603/hermeneutika.v5i1.4910>
- Izzah, N., Ihwanudin, N., & Hidayat, Y. R. (2023). Tinjauan Hukum Islam terhadap Penerapan Pembayaran Royalti Buku. *Bandung Conference Series: Sharia Economic Law*, 3(1), 161–167. <https://doi.org/10.29313/bcssel.v3i1.5599>
- Jones, P. D. (2019). *Is Your License Agreement a Franchise in China?* Lexology.
- Kartika, I. M. D. W., Senastri, N. M. J., & Astiti, N. G. ketut S. (2021). Perlindungan Hukum Terhadap Penerima Hak dalam Perjanjian Waralaba di Indonesia. *Jurnal Preferensi Hukum*, 2(3), 459–464. <https://doi.org/10.22225/jph.2.3.3981.459-464>
- Lai, K. (2021). Perceived Knowledge of Contract Terms in Library License Agreements: A Study of Academic Libraries in Hong Kong. *The Journal of Academic Librarianship*, 47(1), 1–10. <https://doi.org/10.1016/j.acalib.2020.102221>
- Lasut, P. W. (2019). Penyelesaian Sengketa Gugatan Atas Pelanggaran Merek Menurut Undang-Undang Nomor 20 Tahun 2016 Tentang Merek dan Indikasi Geografis. *Lex Et Societatis*, 7(1), 66–75. <https://doi.org/10.35796/les.v7i1.22848>
- Luthfi, M. Z. (2022). The Jurisdictional Implications on Default of the Parties to Trademark License Agreements Made before a Notary. *Sultan Agung Notary Law Review*, 4(2), 594–602. <https://doi.org/10.30659/sanlar.4.2.594-602>
- Mahmud, S., Wiradirja, I. R., & Anggraeni, H. Y. (2019). License Agreement in

- The Patent Commercialization in Correlation to The Regulation About Patent. *Proceedings of the 1st Seminar and Workshop on Research Design, for Education, Social Science, Arts, and Humanities, SEWORD FRESSH*, 1(1), 1–6. <https://doi.org/10.4108/eai.27-4-2019.2286924>
- Manalu, Y. A. (2022). Pengaturan Hukum Tentang Franchise Di Indonesia. *Honeste Vivere*, 32(2), 83–97. <https://doi.org/10.55809/hv.v32i2.134>
- Milyardi. (2022). Upaya Hukum yang Dilakukan oleh Penerima Lisensi Merek Dagang dari Pelanggaran Lisensi di Indonesia. *Jurnal Notarius*, 1(2), 259–267.
- Minor, A. (2019). Survival of the Trademark License: In re Tempnology and Contract Rejection in Bankruptcy. *Boston College Law Review*, 60(9), 17–30.
- Nasir, T. K. (2020). Perlindungan Merek Aqua Terhadap Pelanggaran Kata Aqua oleh Produk Air Mineral Kemasan Lain. *National Conference on Law Studies (NCOLS)*, 2(1), 321–343.
- Nguyen, B. B., & Wisuttisak, P. (2023). Vietnam's Franchising Law: Critical Assessment and Comparisons with the Legal Framework of Franchising in the Republic of Korea and Thailand. *Social Sciences*, 12(5). <https://doi.org/10.3390/socsci12050258>
- Novianti, R., Alawiya, N., & Utami, N. A. T. (2021). Tanggung Jawab Hukum Rumah Sakit Terhadap Pasien Kejadian Sentinel dalam Pelayanan Kesehatan. *Soedirman Law Review*, 3(4), 567–579.
- Nuralisha, M. A., & Mahmudah, S. (2023). Tinjauan Yuridis Tanggung Jawab Hukum dalam Perjanjian Kredit Perbankan Apabila Debitur Wanprestasi. *Jurnal Hukum Dan Pranata Sosial Islam*, 5(1), 277–290. <https://doi.org/10.37680/almanhaj.v5i1.2364>
- Odintsov, S. V., & Mansour, M. (2020). Trademarks' License Agreement Based on a Smart Contract. *Advances in Economics, Business and Management Research*, 138, 220–223. <https://doi.org/10.2991/aebmr.k.200502.036>
- Paranity, A. A. P., & Suryana, I. N. (2021). Tinjauan Yuridis Mengenai Penyalahgunaan Perjanjian Lisensi Hak Merek dan Akibat Hukumnya Menurut Kitab Undang-Undang Hukum Perdata. *Jurnal Ilmiah Raad Kertha*, 4(2), 77–92. <https://doi.org/10.47532/jirk.v4i2.329>
- Perrigot, R., Terry, A., & Lernia, C. Di. (2019). Good faith in franchising: The perceptions of franchisees, franchisors and their lawyers in the French context. *International Journal of Retail and Distribution Management*, 47(3), 246–261. <https://doi.org/10.1108/IJRDM-02-2018-0043>
- Putri, E. A. (2020). Perlindungan Hukum Bagi Para Pihak Dalam Perjanjian

- Usaha Waralaba (Franchise). *Tadulako Master Law Journal*, 4(2), 174–200.
- Quan, N. V. (2023). *Trademark Registration in Vietnam: What You Need to Know*. Lexology.
- Rachman, A., & Hendrawan, D. (2021). Legal Protection of Brand Rights for Franchise Agreements in Indonesia. *Journal of Advances in Humanities and Social Sciences*, 7(3), 71–81. <https://doi.org/10.20474/jahss-7.3.1>
- Rafli, C. F., & Apriani, R. (2022). Perlindungan Hukum Terhadap Pemilik Merek Atas Pemalsuan Merek Oleh Pelaku Usaha Melalui Transaksi Perdagangan Elektronik (E-Commerce). *Jurnal Ilmiah Wahana Pendidikan*, 8(22), 181–190. <https://doi.org/10.5281/zenodo.7325175>
- Rappe, A., Kuahaty, S. S., & Pesulima, T. L. (2022). Perlindungan Hukum Bagi Penerima Waralaba Dalam Pemutusan Perjanjian Secara Sepihak. *TATOHI: Jurnal Ilmu Hukum*, 2(1), 25–33. <https://doi.org/10.47268/tatohi.v2i1.894>
- Retnowati, M. S., Saraswati, M. A., Sup, D. F. A., Firdaus, M. I., & Aziz, M. A. (2021). Penerapan Asas Itikad Baik dalam Perjanjian Waralaba Ditinjau dari Pasal 1338 KUH Perdata. *Al-Ahkam*, 17(1), 11–19. <https://doi.org/10.37035/ajh.v17i1.4583>
- Risandi, K., & Disemadi, H. S. (2022). Pemalsuan Merek Sepatu Di Indonesia: Pengaturan dan Sanksi? *Jurnal Komunikasi Hukum (JKH)*, 8(2), 315–326. <https://doi.org/10.23887/jkh.v8i2.51029>
- Safaatulah, R. R. (2020). Tanggung Jawab Hukum Pimpinan Redaksi Lembaga Penyiaran Terhadap Pemberitaan yang Melanggar Kode Etik Jurnalistik. *Journal of Law*, 7(1), 1–14.
- Sari, I. (2019). Keunggulan Arbitrase Sebagai Forum Penyelesaian Sengketa Di Luar Pengadilan. *Jurnal Ilmiah Hukum Dirgantara*, 9(2), 47–73. <https://doi.org/10.35968/jh.v9i2.354>
- Sembiring, Z., & Zulkarnaen, I. (2022). Perlindungan Hukum Perjanjian Waralaba dalam Hal Keterlambatan Pembayaran Fee Menurut K.U.H. Perdata. *Jurnal Pendidikan Dan Konseling (JPDK)*, 4(6), 10864–10875. <https://doi.org/10.31004/jpdk.v4i6.10158>
- Sena, C. M. K., & Suherman, S. (2021). Tanggung Jawab Hukum Perjanjian Asuransi Jiwa Unit Link di PT. Prudential Life Assurance Jakarta. *Wajah Hukum*, 5(1), 61–69. <https://doi.org/10.33087/wjh.v5i1.342>
- Sewu, P. L. S. (2019). Good Faith as a Key Principle of Business Ethics to Franchise Agreement and Development in Indonesia. *Journal of Legal, Ethical and Regulatory Issues*, 22(1), 1–7.
- Simanjuntak, I. A., & Marlyna, H. (2022). Peran Pertanggungjawaban Notaris

- atas Perjanjian Lisensi Merek di Indonesia. *Jurnal Legislasi Indonesia*, 19(1), 94–105. <https://doi.org/10.54629/jli.v19i1.861>
- Sinaga, N. A. (2018). Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian. *Binamulia Hukum*, 7(2), 107–120.
- Sinaga, N. A., & Ferdian, M. (2020). Pelanggaran Hak Merek Yang Dilakukan Pelaku Usaha Dalam Perdagangan Melalui Transaksi Elektronik (E-Commerce). *Jurnal Ilmiah Hukum Dirgantara*, 10(2), 76–95.
- Sindu, I. M. B. A., Budiarta, I. N. P., & Dinar, I. G. A. A. G. P. (2022). Azas Proporsionalitas Dalam Kontrak Bisnis Franchise. *Jurnal Preferensi Hukum*, 3(3), 599–607. <https://doi.org/10.55637/jph.3.3.5575.599-607>
- Sitorus, F. D. (2019). Peran Notaris Dalam Pembuatan Perjanjian Lisensi Merek Di Indonesia. *Al Qodiri: Jurnal Pendidikan, Sosial Dan Keagamaan*, 16(1), 190–204.
- Sonnia. (2022). Tanggung jawab hukum pengguna paylater pada aplikasi shopee sebagai bagian dari financial technology jika melakukan wanprestasi. *Lex Lata*, 4(1), 45–59.
- Sudarmin, S., Nawis, S., & Abbas, I. (2023). Efektivitas Penyidikan Tindak Pidana Pemalsuan Merek: Studi Kepolisian Daerah Sulawesi Selatan. *Journal of Lex Generalis*, 4(2), 462–479.
- Sulastri, S., & Hidayat, N. (2022). Aspek Hukum Perjanjian Lisensi Terhadap Merek Berdasarkan Undang-Undang Nomor 20 Tahun 2016. *Jurnal Yustitia*, 23(1), 14–31. <https://doi.org/10.53712/yustitia.v23i1.1535>
- Sulistianingsih, D., & Prabowo, M. S. (2019). Problematik dan Karakteristik Penyelesaian Sengketa Kekayaan Intelektual Melalui Badan Arbitrase Nasional Indonesia. *Qistie Jurnal Ilmu Hukum*, 12(2), 166–177. <https://doi.org/10.31942/jqi.v12i2.3135>
- Susanti, E., Sya'bania, D. N., & Amrullah, R. (2023). Aplikasi Kebijakan Merek Dagang Palsu dan Problematikanya. *JIS: Jurnal Ilmu Sosial*, 3(2), 251–261.
- Syarifuddin, M. S. A. (2019). Penyelesaian Sengketa Dalam Perjanjian Lisensi Merek. *Simbur Cahaya*, 26(1), 27–41. <https://doi.org/10.28946/sc.v26i1.341>
- Tampi, J. M., Kalalo, M. E., & Aguw, Y. O. (2020). Perlindungan HAKI Pada Perjanjian Lisensi Bagi Dunia Bisnis Di Indonesia. *Lex Privatum*, 8(4), 36–46.
- Tan, D. (2021). Metode Penelitian Hukum: Mengupas Dan Mengulas Metodologi Dalam Menyelenggarakan Penelitian Hukum. *Nusantara: Jurnal Ilmu Pengetahuan Sosial*, 8(8), 2463–2478. <https://doi.org/10.31604/jips.v8i8.2021.2463-2478>

- Tarmizi, M. F., Suhendro, S., & Yetty, Y. (2021). Pemutusan Perjanjian Franchise Secara Sepihak Berdasarkan Peraturan Pemerintah Nomor 42 Tahun 2007 Tentang Waralaba Dan Kitab Undang-Undang Hukum Perdata. *Fairness and Justice: Jurnal Ilmiah Ilmu Hukum*, 19(2), 110–120.
- Taun, T. (2020). Asas Kebebasan Berkontrak Dalam Perjanjian Kerja Tenaga Kerja Asing Dikaitkan Dengan Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan. *Jurnal de Jure*, 12(2), 1–17. <https://doi.org/10.36277/jurnaldejure.v12i2.381>
- Thanh, D. N. N. (2023). *Franchising Activities In Vietnam*. Apolat Legal.
- Triasih, D., & Muryati, D. T. (2020). Legal Protection of the Parties in the Franchise Agreement. *Advances in Social Science, Education and Humanities Research*, 499, 418–426. <https://doi.org/10.2991/assehr.k.201209.321>
- Umami, Y. Z., & Kustanto, A. (2020). Tinjauan Yuridis Unsur Pokok Perjanjian Dan Hak Kekayaan Intelektual Dalam Perjanjian Franchise. *Jurnal Ilmiah Ilmu Hukum Qistie*, 13(2), 170–183. <https://doi.org/10.31942/jqi.v13i2.3907>
- Vdovichen, V., & Voroniatnikov, O. (2019). Franchise Agreement in Romania As a Form To Provide Economic Efficiency of Business Activity. *Baltic Journal of Economic Studies*, 5(1), 27–32. <https://doi.org/10.30525/2256-0742/2019-5-1-27-32>
- Wardani, P. A. I. K., & Sukihana, I. A. (2021). Pengaturan Bentuk Dan Syarat Sahnya Perjanjian Lisensi Hak Cipta. *Jurnal Kertha Semaya*, 9(7), 1224–1234. <https://doi.org/10.24843/KS.2021.v09.i07.p13>
- Waworuntu, A. F. B. R., Sualang, D. A., & Lambonan, M. L. (2022). Pengalihan Hak Merek Berdasarkan Perjanjian (Tinjauan Menurut Hukum Merek Indonesia). *Lex Privatum*, 10(1), 90–99.
- Widiarti, W. S. (2019). Perlindungan konsumen terhadap merek dagang. *Yure Humano*, 3(1), 64–78.
- Xiao, X., & Xiao, Y. (2020). The Protection of Licensee's Later Forming Goodwill in the Trademark Licensing—The legal analysis of “Wanglaoji” Trademark Dispute. *Advances in Social Science, Education and Humanities Research*, 455, 313–316. <https://doi.org/10.2991/assehr.k.200801.075>

