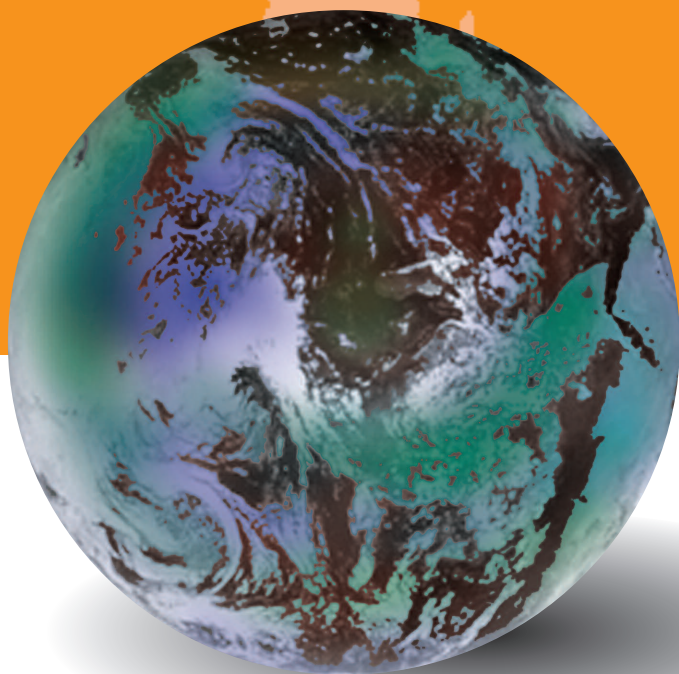


# ICC Model International Franchising Contract



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# FOREWORD

By Jean-Guy Carrier, Secretary General of ICC

Franchising has proved over many years to be an extremely successful commercial vehicle for the distribution of products and services, making a considerable contribution to growth in business sectors that use this type of distribution channel. However, there have long been doubts about the feasibility of introducing a simple and user-friendly model contract that would reflect the diversity of franchising contracts and would encourage users to choose this type of contractual agreement.

The ICC Model International Franchising Contract, first published in 2000 and now updated to reflect developments in the field, has clearly demonstrated that a franchising agreement, like agency, distributorship and intermediary agreements, can usefully be expressed in a model contract based on the most common clauses found in international franchise contracts. The current update provides a significantly expanded Introduction, providing valuable information for users on issues such as anti-trust rules and questions of laws applicable to franchises.

The ICC Model International Franchising Contract proposes to candidate franchisors and franchisees flexible drafting solutions that accurately respond to business needs for legal certainty and compliance with common practice. For the sake of clarity and ease of use an explanatory commentary has been added to the contract, presenting alternative drafting solutions and identifying potential pitfalls.

This model contract is intended to apply to international direct franchises, which are a rapidly expanding franchising instrument. ICC's initiative supplements UNIDROIT's more traditional approach on drafting international franchise contracts, which takes the form of a comprehensive guide on master franchise arrangements.

The contract meets a long-felt need, as has been confirmed by ICC's extensive consultation of all business sectors.

The update of the ICC Model International Franchising Contract is the result of many months of work carried out under the auspices of the ICC Commission on International Commercial Practice, chaired by Fabio Bortolotti (Italy). The update of this model was undertaken under the leadership of Co-Chairs Fabio Bortolotti and Didier Ferrier (France), and Rapporteur Amelie Pohl (Austria). The model contract benefited from the active participation of the following other Task Force members: Horst Becker (Germany); Sylvia Bortolotti (Italy); Anders Fernlund (Sweden); Marco Hero (Germany); Michael Svendsen (Denmark); and Jaap Van Till (The Netherlands). ICC Secretariat support was provided by Emily O'Connor (France).

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