

ABSTRACT

The business of a franchise is a system business venture there are many cache by the public. Through a system of the franchise, business activity become more so easily, caused not too of the need for a lot of conditions, and extraordinary skill and we are not required to make a new innovations to draw the attention of public on the products which will be offered. It is because the business of a franchise using business systems by which the owner of a franchise (franchisor) provide rights to assignee franchise (franchisee) to be of use and / or harness intellectual property rights or contrivance that possessed by the owner of a franchise through an agreement.

The parties must be careful and painstaking against the transfer of knowledge which will be mutually given during agreement its franchises in progress. All of the information, the parties obligated to guard over it so as not to be dispersed or leak to a third party or society, because with leaking information will bring a loss for the owner of the secret. Because of that, clause secrecy in a franchise agreement is very important.

An obligation of franchisee to keep all secrecy does not end immediately after the agreement ended, but also after a franchise agreement over. Franchisee bound by duty to avoid all secrecy in compliance with agreement that are written in the agreement, can just a few years or even until forever.

Keyword : Franchise, Franchise Agreement, Secrecy, Confidentiality