

Franchising in Myanmar

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Country Q&A | Law stated as at 01-Jan-2019 | Myanmar

A Q&A guide to franchising in Myanmar.

The Q&A provides an overview of the main practical issues concerning franchising, including current market activity; regulation of franchising; contractual issues relating to franchising agreements (including pre-contract disclosure requirements, formalities, parties' rights and obligations, fees and payments, term of agreement and renewal, termination, and choice of law and jurisdiction); Operations Manual; liability issues; intellectual property; real estate; competition law; employment issues; dispute resolution; exchange control and withholding; and proposals for reform.

To compare answers across multiple jurisdictions, visit the [Franchising: Country Q&A tool](#).

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Myanmar

1. What have been the main developments in the franchising market over the past 12 months?

Myanmar has become an increasingly attractive destination for foreign brands with the recent relaxation of foreign investment restrictions and a growing and ambitious middle class. Driving these changes is the new Myanmar Companies Law 2017, which was enacted in December 2017 and implemented in August 2018.

Currently, the large majority of franchise operations in Myanmar are in the food and beverage industry. Food and beverage brands with a current presence in Myanmar include Gloria Jeans Coffee, KFC, Café Amazon, Swensens, and Chatime.

Franchising activity in Myanmar over the past 12 months has also attracted the Paradise Group of Restaurants, BreadTalk from Singapore, Bulgogi Brothers from Korea, Ippudo Ramen from Japan and Miami Grill from the United States.

While most franchises in Myanmar are in the food and beverage industry, franchise operations in the services and education sectors can also be found.

2. What are the most commonly used methods of local and international franchising?

Local franchising

In 2016, the International Finance Corporation estimated that approximately 83% of all business enterprises in Myanmar were family-owned and/or operated businesses. While local franchising remains relatively uncommon, direct franchising is the typical method used for local franchising arrangements in these rare cases.

International franchising

International expansion of a domestic brand outside Myanmar is, much like local franchising, still uncommon. On the other hand, international brands that choose to expand into Myanmar by franchising typically appoint a local, master franchisee to initiate their efforts. The appointment of a local, master franchisee is favourable for two main reasons:

- Foreign investors have certain legal and regulatory restrictions in Myanmar.
- Foreign investors generally lack familiarity with local business frameworks and infrastructure.

3. Are there any specific reasons for an overseas franchisor to use a separate entity for entering into a franchise agreement with a franchisee in your jurisdiction?

Generally speaking, there are no specific reasons for an overseas franchisor to use a separate entity to enter into a franchise agreement with a franchisee in Myanmar. Having said that, some foreign franchisors may opt to require a local franchisee to incorporate a new business entity for the operation of the franchise business. Certain foreign franchisors may also enter into the franchise arrangement through a special-purpose vehicle, for example, a company incorporated in Singapore, for tax reasons.

Regulation of franchising

4. What is the legal definition of franchising and/or a franchise?

Myanmar does not currently have any specific legislation regulating franchise agreements, therefore, there is no legal definition of franchising or a franchise.

5. What are the laws regulating franchising?

While there are no specific laws in Myanmar which regulate franchising, franchise relations are subject to relevant provisions covered under other statutes which are applicable to contracts and business operations in the country, such as the:

- Contract Act 1872.
- Sale of Goods Act 1930.
- Competition Law 2015 (*Pyidaungsu Hluttaw* Law No. 9, 2015).
- Consumer Protection Law 2014 (*Pyidaungsu Hluttaw* Law No. 10, 2014).
- Registration Act No. 16 of 1908 and Direction 13 of the Registration Act No. 16 of 1908.
- Myanmar Companies Law 2017.
- Income Tax Law 1974.
- Union Tax Law 2018.

6. What is the regulatory authority responsible for enforcing franchising laws and requirements in your jurisdiction?

There is currently no regulatory authority that is responsible for enforcing franchising laws and requirements in Myanmar.

7. Must the franchisor be registered with a professional or regulatory body before setting up a franchise system?

Myanmar does not currently have any specific legislation regulating franchise agreements, therefore, there are no franchise disclosure, governmental approval, or franchise registration requirements.

While the recordal of intellectual property licences under a franchise agreement is not currently mandated by law, under the Trademark Bill and Patent Bill currently being considered by the Myanmar Parliament, trade mark and patent licences must be recorded with the respective intellectual property offices in Myanmar. All unrecorded licences will be deemed ineffective (*see Question 31*).

8. Is there a code of ethics or other means of promoting ethical franchising in your jurisdiction?

There is currently no code of ethics or any other means of promoting ethical franchising in Myanmar.

On 3 August 2018, the Directorate of Investment and Company Administration (DICA) announced the enactment of an anti-corruption code of ethics intended to prevent corruption in both public and private transactions. All companies and body corporates, including a franchisee who establishes a franchise as a company, incorporated in the Union of the Republic of Myanmar, are obliged to abide by and exercise the anti-corruption code of ethics

9. Do franchisees benefit from any laws designed to protect consumers or small businesses?

Franchisees can benefit from the Consumer Protection Law 2014, which empowers the Consumer Protection Central Committee and Consumer Dispute Settlement Body to take corrective measures against unscrupulous business operators. Such measures include warnings, or administrative actions such as compensation, suspension of products, product recalls, destruction of goods, or licence revocation. The Consumer Protection Law 2014 also prescribes other penalties such as imprisonment, a fine, or both.

10. Are there any other requirements which must be met before a business can sell a franchise?

There are no other requirements which must be met before a business can sell a franchise in Myanmar.

However, the franchisee who wishes to open the business must apply for a licence from the local authority to open shop premises. Among others, local authorities include the Yangon City Development Committee (YCDC) and the Mandalay City Development Committee (MCDC).

Franchise agreement

Pre-contract disclosure requirements

11. Is the franchisor subject to any general or formal pre-contract disclosure requirements?

Myanmar does not have specific legislation or rules governing franchising, therefore, the franchisor is not subject to any general or formal pre-contract disclosure requirements. In the event that local sub-franchising is to be explored, the overseas franchisor or intellectual property owner is not required to participate in the local disclosure process.

12. Must the franchisor disclose fairly and in good faith all facts material to the prospective franchisee's decision to enter into the arrangement, or must the prospective franchisee rely on its own due diligence?

There are no specific rules which require a franchisor to disclose all facts material to a prospective franchisee's decision into a franchise arrangement. Therefore, a prospective franchisee must rely on their own due diligence. Despite this, depending on the situation, it may be possible for a franchisee to rely on the Consumer Protection Law 2014 to act against unscrupulous acts of a franchisor, or on the Contract Act 1872 for misrepresentation.

Formalities

13. What are the formal contractual requirements to create a valid and binding franchise agreement?

Myanmar does not have specific legislation or regulations governing franchising. As such, there are no specific formal contractual requirements to create a valid and binding franchise agreement.

Further, there are no requirements for franchise agreements to be written in Myanmar language, or to be translated into it, to be enforceable between the parties. However, if a Myanmar language version of an agreement is not readily available, the courts can request a translation to be provided. In Myanmar, it is common for dual-language agreements to be executed to ensure that both parties understand the contents of the agreement when one of the parties involved is a Myanmar entity or individual.

Parties' rights and obligations

14. Is there a general obligation to behave fairly, reasonably or in good faith to the other party during the term of the franchise agreement?

Obligations of the franchisee

There is no specific legislation governing franchising in Myanmar and local law does not impose any specific obligations on a franchisee. The franchisee's obligations can be agreed between parties and be stipulated in the franchise agreement. General contract laws apply. Myanmar law recognises the concept of implied terms, as under the Sale of Goods Act 1930.

Obligations of the franchisor

Domestic law does not impose any specific obligations on a franchisor. The franchisor's obligations can be agreed between parties and be stipulated in the franchise agreement. General contract laws apply. Unless parties are in an agency relationship, an overseas franchisor or its officers and directors are not generally liable for failures of the local sub-franchisor, as they are separate legal entities and are not in an employer-employee relationship.

15. Does local law require that particular provisions must be expressly included in a franchise agreement?

Local law does not require any particular provisions to be expressly included in a franchise agreement.

16. Are exclusion and entire agreement clauses enforceable in your jurisdiction? If so, are they effective to protect the franchisor?

Unless they violate other provisions of local laws, standard exclusion of liability and entire agreement clauses are enforceable in Myanmar. Generally, such clauses are effective to protect an overseas franchisor that is not a party to the local franchise agreement, except in situations where parties are found to be in a principal and agent relationship.

17. Can the franchisor impose product tying or other purchasing restrictions and non-compete obligations on the franchisee during the term of the agreement?

Restrictions on purchasing and product tying

Contractual terms which place restrictions on purchasing and product tying, such as those which require the franchisee to buy products and services only from nominated suppliers, may be deemed anti-competitive under the Competition Law 2015. For example, the Competition Law 2015 prohibits the:

- Control of the purchase or sale prices of goods and fees for services.
- Restriction of services or production of goods or restriction of opportunities in purchasing and selling of goods or specifying compulsory terms and conditions directly or indirectly for other businessmen, for the purpose of controlling prices.
- Unfair interference in the business operations of another person.
- Stipulation of non-uniform commercial terms and conditions within the same market, causing unfair competition.

However, the Myanmar Competition Commission has yet to be established and, in the absence of precedents, the general stance to be taken in relation to franchise agreements remains unknown.

Non-compete obligations and transfer restrictions

It is a common concern amongst franchisors that a former franchisee will utilise the knowledge and experience gained from running the franchise operation to open a competitive business or franchise. As such, it is vital for franchisors to protect themselves by using clear and comprehensive language in the franchise agreement, particularly in a country like Myanmar which has yet to develop a robust intellectual property protection framework.

While agreements which restrain someone from exercising a lawful profession, trade or business of any kind are void under the Contract Act 1872, non-compete obligations during the term of the agreement are generally acceptable in Myanmar.

There are also no specific laws which restrict a franchisor from prohibiting its franchisee from transferring interests in franchise business without the foreign franchisor's prior written consent.

Similarly, Myanmar laws do not explicitly restrict a master franchisee from controlling or restricting the transfer of a sub-franchisee's rights under a master franchise agreement, interest in the sub-franchisee, or the assets of the sub-franchisee. However, it is currently unclear whether the inclusion of such contractual provisions in a franchise agreement would be deemed as an act which unfairly interferes in the business operations of another person under the Competition Law 2015.

Fees and payments

18. What fees are usually payable by the franchisee? Are there any restrictions on the parties' freedom to set the fees and payments, or any other payment requirements?

Initial fees, continuing fees (or management charges), advertising contributions, required advertising spend, training fees, and other customary franchisee fees are usually payable by franchisees in Myanmar. Some franchisors may also require the franchisees to bear costs associated with the application for and maintenance of licences required for the import and distribution of regulated products. Parties are free to set their own fees, payments, and other requirements in the franchise relationship agreement.

Term of agreement and renewal

19. Are parties free to agree on the term of the franchise agreement? What is the typical term of a franchise agreement in your jurisdiction?

Parties are free to agree on the term of a franchise agreement, and local law does not impose any minimum or maximum term. A typical initial term of a franchise agreement in Myanmar is between three to five years.

20. What rights of renewal are usually included in the franchise agreement? Are fees paid on renewal?

Commercial practice

Rights of renewals are usually included in franchise agreements, and it is common to include provisions allowing the franchise to renew the agreement provided that the franchisee's material obligations have been fulfilled during the initial term of the agreement. It is also common for a renewal fee to be payable on renewal.

Local law

The right of renewal is not mandated by statute. Such rights are governed by the terms of the franchise agreement. A franchisee can sue the franchisor for breach of contract if a franchisor fails to comply with a contractual right of renewal.

Termination

21. Are there any limitations on the right of a franchisor to terminate the agreement?

Limitations on the right of a franchisor or franchisee to terminate a franchise agreement are not stipulated by statute, as there are no specific laws governing franchise relationships in Myanmar. Termination rights are, therefore, governed by the terms of the agreement. Contractual penalties or liquidated damages are generally enforceable, such as for breach of performance standard or breach of non-compete restrictions, provided that they are reasonably proportional to the actual damages resulting from the breach.

22. Are post-term restrictive covenants enforceable?

Post-term restrictive covenants are commonly inserted into franchise agreements to protect the interests of the franchisor. However, agreements which restrain someone from exercising a lawful profession, trade, or business of any kind are void under the Contract Act 1872. Certain post-term restrictive covenants may also contravene various provisions of the Competition Law 2015. For example, under the Competition Law 2015, any act which unfairly prevents the entry of new competitors into the market is punishable with imprisonment for up to two years, a fine of up to MMK10 million (about USD7,700), or both, while making agreements which restrain competition in the market or any conduct which restrains competition are punishable with imprisonment of up to three years, a fine of up to MMK15 million about USD11,550), or both.

Despite the above, it is still prudent for franchisors to include language in their franchise agreements prohibiting franchisees from operating competing businesses. Such language should include carefully drafted limitations on the

term and geographical area in which the restrictive covenants are applicable, to not effectively bar an individual from seeking employment and/or conducting business in their particular profession or industry and be deemed as an anti-competitive act.

These contractual provisions should also be supplemented with robust provisions prohibiting the disclosure and use of information, knowledge, and trade secrets obtained from the operation of the franchise. In fact, the Competition Law 2015 contains provisions which prohibit the unauthorised disclosure of trade secrets, which is an act punishable with imprisonment for up to two years, a fine of up to MMK10 million (about USD7,700), or both.

23. Can the franchisor or a replacement franchisee continue to sell to the former franchisee's customers?

Myanmar law does not expressly prohibit a franchisor or a replacement franchisee from continuing to sell to a former franchisee's customers, or require compensation to be paid to the former franchisee.

Choice of law and jurisdiction

24. Will local courts recognise a choice of foreign law in a franchise agreement for a business operating in your jurisdiction?

A foreign franchisor's choice of foreign law is likely to be upheld by the Myanmar courts in governing a master franchise agreement. However, as the franchise business is being conducted in Myanmar, the franchisor and franchisee will still need to abide by local tax and employment laws, where applicable.

25. Will local courts recognise a choice of foreign jurisdiction/forum in a franchise agreement for a business operating in your jurisdiction?

A foreign franchisor's choice of foreign jurisdiction is likely to be upheld by the Myanmar courts in governing a master franchise agreement.

Operations Manual

26. How does the franchisor ensure that the franchisee complies with the business standards, systems and requirements?

The franchisor should create a clearly-worded operations manual with all the necessary terms in the franchise agreement to ensure that a franchisee complies appropriately. Further, initial training should be conducted by the franchisor before commencement of the franchise business, and mandatory annual training can also be organised. It is also common for franchisors to conduct annual inspections at the franchisees' operating sites.

27. Can the franchisor change the Operations Manual unilaterally, as is usually required?

There are no express legal restrictions on the right of the franchisor to introduce changes, both to the operations manual or to other aspects of the franchised business. However, any updates or changes by the franchisor should be appropriately and effectively communicated to the franchisee.

Liability issues

28. What are the franchisee's remedies against the franchisor for deceptive or fraudulent selling practices?

Generally, a franchisee can seek to rescind the franchise agreement and claim damages for deceptive or fraudulent misrepresentation. In certain circumstances, it may also be possible for a franchisee to file a complaint against the franchisor under the Consumer Protection Act 2014.

29. How can third-party claims against the franchisee be brought successfully against the franchisor?

Indemnity

In Myanmar, both the franchisor and the franchisee can bring indemnity claims against the other party. The enforceability of an indemnity is dependent on the facts of a particular case, and liability in respect of injury to life, body, or health of another person generally cannot be waived. To increase the chance of enforceability, all rights of indemnification should be clearly stated in the franchise agreement.

Precautions

It is common practice to include clear contractual provisions in franchise agreements to emphasize the franchisee's independence from the franchisor. However, if a court determines that the parties are in a principal and agent relationship, the franchisor can still be held liable.

Intellectual property

30. What provisions are usually made in relation to intellectual property rights (IPRs), including know-how?

Myanmar's long-awaited Trademark Law passed the Lower House of Parliament on 12 December 2018 and is currently pending approval final approval before being signed into law.

In the current stage, there is an absence of a clear and modern intellectual property framework in Myanmar. There are therefore no statutory limitations on the franchisor's ability to limit the use of the IPRs, know-how, and/or confidential information by the franchisee. Due to the absence of this legal framework, it is important for the IPR provisions to be clearly enumerated within the franchise agreement. Franchisors usually grant franchisees the right to use the franchisor's trade marks, systems and know-how in connection with the franchised business. Rights that are typically expressly reserved by the franchisor include the right to:

- Sub-licence/sub-franchise to a third party without the franchisor's consent.
- Localise franchised product and service offerings and advertising materials without the franchisor's consent.
- Use the trade marks for a different business purpose from the one which is the subject of the franchise agreement.

31. What are the registration requirements for licensing IPRs?

There are no special requirements for franchises regarding registration of trade marks or other IPRs. As it currently stands, there is no enacted trade mark act in Myanmar. However, the Trademark Bill, issued in July 2017, will drastically change the trade mark protection landscape in Myanmar once it is effectively enacted into law.

According to current trade mark recordal practices in Myanmar, although not mandated by law, a franchisee can declare its position as a licensed trade mark user by filing a Declaration of Trademark Licence with the Office of Registration of Deeds. Under the Trademark Bill and Patents Bill currently pending approval from the Myanmar Parliament, it would be compulsory for trade mark and patent licences to be recorded with the Trade Mark Office, which will issue an official trade mark or patent licence agreement in turn. Any trade mark and patent licences that are not recorded with the trade mark office would be deemed ineffective.

Real estate

32. Are consents from landlords difficult to obtain when transferring leases or granting subleases from a franchisor to a franchisee?

Typically, the landlord's written consent must be obtained when transferring leases or granting subleases from a franchisor to a franchisee. The process, payment, and time for obtaining the landlords' consent will depend on the landlord's individual discretion, consideration, and policy. Under the Transfer of Immoveable Property Restriction Act 1987, foreigners are not allowed to own property in Myanmar and are only allowed to enter into leases not exceeding one year.

33. How can a franchisor prevent the franchisee from occupying the premises after the franchise agreement has ended?

The takeover of leased premises should be directly addressed within the franchise agreement to avoid potential complications at the completion of the agreement. See [Question 32](#) for restrictions on leases.

34. How can the franchisor effectively acquire the franchisee's premises at the end of the franchise relationship?

Though an uncommon practice in Myanmar, acquisition of the franchisee's premises should be clearly stated within the franchise agreement. See [Question 32](#) for restrictions on leases.

35. If the franchisor leases or subleases its own site to its franchisee, can it pass on all related costs to the franchisee? Can the franchisor charge its franchisee tenant a rent expressed as a percentage of the franchisee's sales?

There are no statutory restrictions in this regard. However, any such provisions should be clearly outlined within the franchise agreement. See [Question 32](#).

Competition law

36. What is the effect of competition law rules on franchising agreements? Are there any available exemptions?

Competition law

The Competition Law 2015, which came into force in February 2017, prohibits anti-competitive acts (see [Question 17, Restrictions on purchasing and product tying](#)).

A franchisor should be cautious about abusing its bargaining power or imposing any conditions which may result in interference with the franchisee's business operations, as these may violate the provisions of the Competition Law 2015. For example, it is common to see tying arrangements in franchise agreements, by which a franchisee is compelled to purchase materials for use in the production of a particular item exclusively from the franchisor or its appointed agent. Such acts may be prohibited as they may be deemed anti-competitive by restricting the

opportunities in purchasing and selling in the market. Similarly, the imposition of different franchise fees for the same franchise to different franchisees in a country may raise anti-competitive concerns.

Exemptions

The Competition Law 2015 provides some statutory exemptions by exempting certain collaborative acts (for example, mergers, acquisitions, joint-ventures, and others) which may otherwise be deemed anti-competitive if:

- The resulting business entity of the collaboration is still a small or medium enterprise.
- One or more of businesses involved is or are at the risk of being collapsed or of becoming bankrupt.
- The collaboration encourages the promotion of export or supports the development of technique and technology or establishes entrepreneurial business in Myanmar.

The Myanmar Competition Commission, which has yet to be established, will also be authorised to provide further exemptions under the Competition Law 2015.

Online/e-commerce restrictions

A franchisor is allowed to prevent a franchisee from having its own website presence, from promoting its business on the internet, and/or from engaging in e-commerce. Such terms should be included in the franchise agreement and operations manual, where applicable.

Employment issues

37. Can a franchisee be regarded as an employee of the franchisor?

A franchisee will not be regarded as an employee of the franchisor, unless otherwise intended and agreed upon by both parties.

Dispute resolution

38. How are franchising disputes typically dealt with? What provisions for handling disputes are usually included in domestic franchise agreements?

The common dispute resolution mechanisms included in franchising agreements are negotiation, court proceedings, and arbitration. Mediation and arbitration are not mandatory for disputes in Myanmar. More often than not, an overseas franchisor will select an overseas forum to hear franchise disputes.

39. How are foreign judgments or foreign arbitral awards enforced locally?

Foreign civil court judgments are enforceable in Myanmar if they meet the conditions laid down in the Civil Procedure Code 1909. Foreign judgments and arbitral awards must:

- Be pronounced by a court of competent jurisdiction.
- Be decided on merits.
- Be in accordance with the principles of international law.
- Not be obtained by fraud.
- Not be against the principles of natural justice.
- Not sustain a claim founded on breach of any law in force in Myanmar.

Under the Arbitration Law 2016 and the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (to which Myanmar is a signatory), foreign arbitral awards are recognised and enforceable by Myanmar courts, except in certain cases where the subject matter of the dispute is not capable of settlement by arbitration under Myanmar laws, or if the enforcement of the judgement or award would be contrary to national interest.

Exchange control and withholding

40. Are any exchange control or currency regulations applicable to payments to an overseas franchisor?

The primary legislation governing foreign exchange matters in Myanmar is the Foreign Exchange Management Law 2012 (FEML 2012). Foreign currencies currently permitted to be sold and purchased by authorised dealers in Myanmar are:

- US Dollars (USD).

- Euros (EUR).
- Singapore Dollars (SGD).
- Thai Baht (THB).
- Malaysian Ringgit (MYR).

The USD is the most commonly used foreign currency in domestic and international transactions in Myanmar, widely complementing the use of the national currency, Myanmar Kyat (MMK), in domestic transactions. Only domestic transactions between government entities in Myanmar are restricted to MMK. Locally incorporated entities and Myanmar residents are allowed to open both MMK and foreign currency accounts with Myanmar banks.

Under the FEML 2012, there is no impediment, whether directly nor indirectly, on payments and other transfers from abroad into Myanmar, and vice versa, for purposes other than the transfer of capital.

Capital transactions require approval from the Central Bank of Myanmar. For a franchisee to remit funds to a foreign franchisor, such as franchise fees, training fees, development fees, and advertising and brand development funds, the franchisee must first obtain approval from the Foreign Exchange Management Board and the Central Bank of Myanmar. The suggested remittance must be presented with clear reasons for the request, supported by documentation and evidence that explains the remittance (such as the franchise agreement and its ancillary agreements), and have obtained tax clearance certificates.

The bank will scrutinise the details of the remittance application and obtain approval from the respective regulatory bodies before remitting the funds to the foreign recipient.

41. Is there a withholding obligation on payments made to an overseas franchisor?

Franchise fees and royalties paid by local franchisees in Myanmar to foreign franchisors are subject to withholding tax. Franchise fees are customarily categorised as a form of royalty payment, and the withholding tax is payable by non-resident foreign franchisors at a rate of 15%, while resident foreign or local franchisors (those present in the country for at least 183 days in a year, or locally incorporated entities) are subject to a 10% withholding tax.

For goods sold or services rendered as part of a franchise transaction by the franchisor, such as operational equipment and training fees, a withholding tax of 2.5% is applicable for non-resident foreign franchisors, while there is no withholding tax for resident foreign or local franchisors (*Ministry of Planning and Finance Union Minister's Office Notification No. 47/2018*). The franchisee is required to deduct the applicable withholding tax from the amount payable to the franchisor, whether or not agreed to by the latter, and remit tax to the Internal Revenue Department within seven days after the deduction is made.

A withholding tax certificate will be issued for crediting the applicable taxes with the Internal Revenue Department, and the franchisee must provide the franchisor with the certificate.

Myanmar has entered into Double Taxation Avoidance Agreements (DTAs) with India, Malaysia, Singapore, South Korea, Thailand, the UK, Vietnam, and Laos. These DTAs are particularly relevant for royalty payments, as the withholding tax rates may be reduced or exempted where applicable. The government is considering scrapping withholding taxes, but the decision has not been formalised yet.

Reform

42. Are there any proposals to reform the laws affecting franchising?

There are currently no official proposals to reform franchising laws or to enact a Franchise Act in Myanmar. However, the Myanmar Parliament (www.pyidaungsu.hluttaw.mm) is currently considering four intellectual property bills, namely the Trademark Bill, Patents Bill, Copyright Bill, and Industrial Designs Bill. The enactment of the new intellectual property legislation will confer stronger protection of rights to franchisors and franchisees, and will introduce statutory obligations to record intellectual property licences.

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