

## **ABSTRACT**

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***JURIDICAL REVIEW THE PRINCIPLE OF BALANCED PRICING AGREEMENTS IN THE FRANCHISE SYSTEM ACCORDING TO LAW NO.5 OF 1999 CONCERNING PROHIBITION OF MONOPOLY PRACTICES AND UNFAIR BUSINESS COMPETITION (xi+88)***

*One of the business activities that is increasingly being carried out and applied as a way of developing business internationally is to use the franchising method. Special issues that arise in relation to pricing are things that need to be specifically negotiated by the parties so that the price set for a product is a competitive and realistic price for a region. For this matter must be considered so that the franchisee is not disadvantaged and can compete in a healthy manner with other competitors. In this study, the author will examine it using an analytical knife in Law no. 5 of 1999 concerning the prohibition of Monopolistic Practices and Unfair Business Competition and comparison with the Antitrust Law in the United States. Therefore, the problem in this study is how is the application of the principle of balance (principle of proportionality) in a franchise agreement regarding pricing according to unfair business competition law? and what is the connection with the provisions of Article 50 Letter B concerning franchise agreements in fixing prices in Law No. 5 of 1999 concerning Monopolistic Practices and Business Competition?. This research uses normative juridical research with library research data collection and qualitative data analysis methods. The results of this study are that the principle of balance of interests, including in the price fixing agreement in the franchise system (franchise) is intended to protect, align, or balance the interests of the 2 types of interests mentioned in Law No. 5 of 1999 concerning Monopolistic Practices and Business Competition, namely: the interests of business actors and the public interest. The reciprocal relationship between the two interests is that of business actors and other business actors (competitive business actors) and the relationship between public interests (consumer interests included in it). In the opinion of the Author, it is suggested that the Government is also obliged to renew existing franchise arrangements to provide legal protection and legal certainty for both the franchisor and the franchisee, and that the franchise agreement can be stipulated with one or several standard conditions so that business competition does not occur healthy.*

*References: 24 (1998-2022)*

*Keywords: Law, Business, Pricing.*