

**ANNEX 4**  
**UNDP Special Conditions**

1. The United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and the company or organization indicated on the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand, agree to the following Special Conditions to accommodate the cost reimbursable method as complementing the article no. 10 Payment Method of the Face Sheet, attached as “Annex “X”” to the Contract.

Referring to the Face Sheet, article No. 10 Payment Method, the price will be fixed at a lumpsum, except for the following cost component where the payment should be made using reimbursable method, with the maximum ceiling of each cost component, as follows;

- a. Honorarium Expert: IDR 1,400,000 / per session / per person
  - b. Honorarium Resource Person: IDR 600,000 / per session / per person
  - c. Out of town transportation: IDR 300,000 / per day / per person
2. Article 16.2 (Copyright, Patens and other Proprietary Rights) of the General Conditions shall be replaced by the following new Article 16.2:

**“16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract and the nonrevocable right to sublicense such use to the **Ministry of Environment and Forestry of Indonesia**, as further specified in the Terms of Reference”.